

TERMS AND CONDITIONS OF THE JOHANN STRAUSS – VIENNA HOLIDAY COMPETITION PRESENTED BY THE MOTHER CITY ORCHESTRA (Pty) Ltd

Please read the Promotional Competition Terms and Conditions (“the Terms and Conditions”) carefully. Your participation and entry will constitute your agreement to comply with these Terms and Conditions.

Competition

The Promotional Competition (“the Competition”) is organized by Mother City Orchestra (Pty) Ltd, registration number 2020/934365/07, its associated companies, their designated agencies or promoters and companies in association with the Competition. (“the Promoters”)

1. Who may enter?

- a. The Competition is open to citizens of South Africa who hold a South African barcoded green ID Book or ID smartcard or a valid South African Passport.
- b. All persons entering the Competition (“the Participants”) agree that the Terms and Conditions, rules and provisions as set out herein are binding on them.
- c. By entering this Competition, all Participants acknowledge that they have the legal capacity to enter the Competition and hereby agree to be bound by the Terms and Conditions as set out herein, which Terms and Conditions will be as interpreted by the Promoters.
- d. The Promoters’ decision regarding any dispute will be final and binding and no correspondence will be entered into.
- e. Every Participant must be a natural person of 18 (eighteen) years or older at date of his / her entry into the Competition.

2. Who may NOT enter?

- a. Participation in this Competition specifically excludes any employee, director, member, partner, agent or consultant or any person who directly or indirectly controls or is controlled by the Promoters and/or immediate family of any employee, director, member, partner, agent of consultant of op person directly or indirectly in control of or controlled by the Promoters, their advertising agencies, advisers and dealers. (“Disqualified Persons”)
- b. Participants may not enter this Competition or be declared a winner if they have won a competition promoted by the Promoters within the preceding six (6) months of the Competition commencement date.
- c. Companies, close corporations and trusts may not enter this Competition.

3. Competition period

- a. The Competition commences on 15 January 2021 and runs until 23:59:59 on 30 June 2022, both days inclusive. (“the Competition Period”)
- b. All entries must reach the Promoters before the stipulated time and date and no late entries shall be accepted.
- c. The Competition Period may be extended or curtailed at the discretion of the Promoter.

4. Entry mechanics / How to enter

- a. To enter, Participants need to buy one or more tickets at R350 each (three hundred and fifty Rand) each to a STRAUSS GALA CONCERT between the dates as contemplated in “3” above.
- b. For one ticket purchased, a Participant will receive ONE entry into the Competition.
- c. For two tickets purchased, a Participant will receive FOUR entries into the Competition.
- d. For six tickets purchased, a Participant will receive TEN entries into the Competition.
- e. Tickets may be purchased online through the normal channels utilized by the Promoter or in cash, via EFT, credit or debit card.
- f. Entry to this Competition does not make a Participant a winner.
- g. The cell phone number of all Participants will be entered into the draw to determine a winner.
- h. If the Participant has won on a specific cell number, only that number will be used to contact the Participant.
- i. Participants with a valid entry stand a chance to win one (1) holiday experience in Vienna, Austria during the European Spring in 2023.
- j. There is only ONE prize in this Competition.
- k. Any and all tax implications and liabilities as a result of winning the Prize will be solely borne by the Winner.

5. The Prize and Draw

- a. The Prize consists of one (1) weeklong (7 days) holiday in Vienna, Austria (“the Prize”).
- b. The prize is valued at approximately R85 000 (eighty five thousand rand).
- c. There will only be one winner.
- d. Such Prize will not be transferable to cash. No substitution or assignment of the Prize is permitted.
- e. The Prize can only be handed over to the winner if all details provided by the winner are factually correct and requested supporting documents presented to the Promoter.
- f. The cost of a passport and visa will be for the account of the winner.
- g. The Promoter reserves the right to substitute the Prize with any other Prize of similar economic value.
- h. The Draw will take place thirty (30) days after the Competition Period ends.
- i. The winner will be randomly chosen from all qualifying Participants in the form of a draw.
- j. One winner will be drawn from the total number of entries received.
- k. The Draw will be supervised by an independent auditor or a registered accountant, or an attorney or advocate at the offices of Mother City Orchestra or any alternative address determined by the Promoters.
- l. If for any unforeseen reason the Draw cannot take place on the date as anticipated, then the Promoter will endeavor to conduct the Draw within a reasonable period thereafter and shall provide details of the new Draw date on <https://www.mothercityorchestra.co.za>.
- m. If the Prize is declined or if the potential winner cannot be contacted from the details supplied on their entry within one (1) working day of the Draw date, a replacement winner will be drawn at the Promoter’s discretion and the replacement winner will be notified by the Promoter and the “winner contact” process will be followed.
- n. The same process as in “5m” above will be followed should the replacement winner also decline, or the Prize is unclaimed or the replacement winner cannot be contacted. The replacement winner must provide his purchased as proof of entry.

- o. If the winner has given his/her written consent, the Promoter has the right to publish the winner's name and photographs (at no fee) in any advertising, promotional, print, point-of-sale or public relations material. The nature of these publications will be determined at the sole discretion of the Promoter, for a period of twelve (12) months from the date of the Prize Draw.
- p. Once the Prize has been handed over to the winner in terms hereof, the result of the Competition are final in all respects and no correspondence will be allowed.

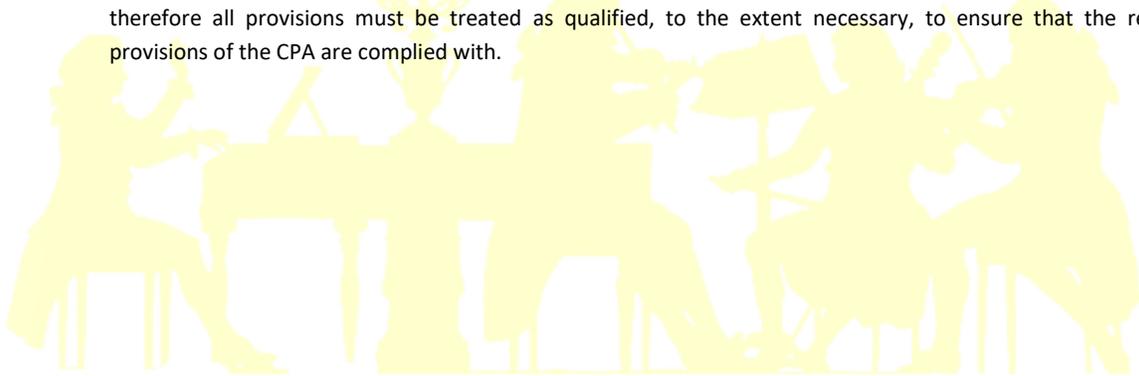
6. Notification of Winner

- a. The Prize winner will be contacted on the cellphone number provided when purchasing his/her ticket and same shall apply to redeem the Prize and any further or other contact.
- b. The Promoters will randomly select a winner from all the entries received.
- c. For the entry to be confirmed as valid, the Promoters will contact the potential winner on the cellphone number as per entry details and conduct the Competition Verification process.
- d. If the potential winner cannot be contacted after three (3) attempts on the day of the Draw, then the Promoter reserves the right to offer the Prize to the next potential winner.
- e. The Promoter will require the Winner to complete and submit an information disclosure document to enable the Promoter to ensure compliance with the rules and the provisions of the Consumer Protection Act 68 of 2008. Should the potential winner refuse or be unable to comply with this rule for any reason, such winner will be automatically disqualified. The Winner may be required to sign a waiver of liability and indemnity before claiming the Prize.
- f. The Promoters may collect, store and use (but not share) any person information of entrants for communication or statistical purposes.

7. General

- a. The Promoter is entitled to amend the Terms and Conditions hereof in so far as same is deemed necessary and such amendments may relate to any aspect of the Competition.
- b. The amendments may include the addition or deletion of any existing and/or proposed terms and conditions of the Competition, which amendments may also affect the identified Prize.
- c. The proposed amendments may be affected during the course of the Competition period which amendments may result in the Competition period being reduced and/or extended as deemed necessary.
- d. It is the Participant's responsibility to regularly check the website where the Competition Terms and Conditions are made available.
- e. If the Terms and Conditions are amended as provided for in clause 7a and 7b, such amendments shall become effective immediately or on such date as may be stated or determined by the Promoter. However, the winner who has received confirmation of the Prize prior to such amendment will remain eligible to receive the Prize as awarded in accordance with the Terms and Conditions in force when he/she was elected a winner.
- f. No Participant shall have any recourse or claim against the Promoter because of any amendment to these Terms and Conditions or in respect of termination or suspension of the Competition in line with these Terms and Conditions.
- g. If the Promoter cannot continue with this Competition for any reason beyond its reasonable control or if it is required by any regulatory terms or applicable law, the Promoter may cancel, suspend or terminate the Competition on condition that :
 - No winner has been declared;
 - Notice of such Competition cancellation has been given to all Participants.
- h. Any false or inaccurate information provided will result in disqualification.

- i. If the Competition is held to be or becomes unlawful or if the Promoter is required by the Minister of Trade and Industry or the National Consumer Commission or WASPA, to alter any aspect of the Competition, then to the full extent permitted by law, the Promoter reserves the right to suspend or terminate the Competition immediately and without notice, in which event all Participants agree to waived any rights that they may have in terms of the Competition and accept that no recourse will be sought against the Promoter.
- j. The Winner's use of the Prize shall be entirely at his/her own risk and he/she hereby indemnifies and absolves the Promoter from any liability or damage, arising from accident, injury, harm, death, costs, including direct, indirect, special, incidental or consequential or any punitive damages and/or loss sustained because of the entry or participation in the Competition and possession or use of the Prize as won in the Competition.
- k. To the extent permitted by the Consumer Protection Act of 2008 ("CPA"), the Participants and / or Winner indemnifies and absolves the Promoter from claims arising from any loss, damage, harm or injury which the Prize Winner may sustain because of any claim which may be made against it by any third party.
- l. The Participants and / or Winner indemnifies the Promoter against any claim of any nature whatsoever arising out of and / or from their participation in any way in this Promotion Competition (including, as a result of any act or omission, whether negligent or otherwise on the part of the Promoter).
- m. Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- n. The Promoter reserves the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner and reserves the right to call for such proof as if may deem necessary.
- o. The Promoter accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prize.
- p. To the extent that the Terms and Conditions or any good or services provided under these Terms are governed by the CPA, no provision as contained herein is intended to contravene the applicable provisions of the CPA, and therefore all provisions must be treated as qualified, to the extent necessary, to ensure that the relevant provisions of the CPA are complied with.



mco