



## COMPETITION RULES

### MOJANATION CC JOBURG SHOPPING FESTIVAL AND SAA COMPETITION (2017)

This Competition is organised by MojaNation CC. (“the Promoter”) in conjunction with South African Airways (Pty) Ltd (“SAA”). These Competition Rules set out what you need to do to enter the Competition, how to be a possible winner and any restrictions or conditions that will be imposed on you. It is very important for you to read and understand these Rules. By entering the Competition, you agree to participate in accordance with these Rules.

**Special note must be taken of all clauses that have been inserted in bold. Please ensure that you understand the consequences of these clauses in particular.**

#### 1. Definitions

- 1.1 “**Affiliates**” means the Promoter’s affiliates, including SAA;
- 1.2 “**Automatic Entry**” means that once a consumer has purchased a ticket using the discount code that consumer will automatically be entered into the competition via the SAA database;
- 1.3 “**Competition**” means the Joburg Shopping Festival and SAA competition where a winner will be selected from the base of eligible Entrants to win the Prize if they enter the Competition in compliance with the entry requirements set out in accordance with these Rules;
- 1.4 “**Competition Period**” means the purchase period together with the redemption period;
- 1.5 “**Joburg Shopping Festival**” or “**JSF**” means the shopping festival which will take place in Rosebank Mall, East Rand Mall, the Oriental Plaza, Menlyn Park Shopping Centre and Maponya Mall from 22 June to 2 July 2017.
- 1.6 “**Entrant**” or “**you**” means any person who meets the entry requirements as set out herein and enters the Competition;
- 1.7 “**Discount code**” means the SAA special discount code “JSF2017”, available to all SAA consumers until 2 July 2017, which gives a consumer a 15% discount when they book their ticket to Johannesburg, with travel dates from 12 June to 12 July 2017, at any of the SAA offices or online at [www.flysaa.com](http://www.flysaa.com) in accordance with SAA’s terms and conditions;
- 1.8 “**The Prize**” means one (1) pair of Regional Economy Class return tickets to Johannesburg;
- 1.9 “**Promoter**” means MojaNation CC (Registration number: 1998/029432/23), a close corporation with limited liability duly incorporated in accordance with the laws of South Africa which owns the Joburg Shopping Festival event;
- 1.10 “**Purchase period**” means the period from April 2017 to 2 July 2017 during which an entrant can purchase a flight from SAA offices or online at [www.flysaa.com](http://www.flysaa.com) to Johannesburg using the discount code;
- 1.11 “**Rules**” means these Competition Rules;
- 1.12 “**Transaction**” means any successful booking at any SAA offices or via [www.flysaa.com](http://www.flysaa.com) made during the purchase period using the discount code to travel to Johannesburg during the redemption period. The full purchase price of the air ticket must be paid in order to constitute a transaction.



## 2. Entry requirements

2.1 You must comply with the following requirements in order to be eligible to enter the Competition for the chance to win the Prize:

2.1.1 You must be 18 years or older;

2.1.2 You must not be a director, member, partner, employee, franchisee, agent of, or a consultant to the Promoter or its Affiliates, nor an immediate family member, employee, business partner and/or business associate of such director, member, partner, employee, franchisee, agent or consultant or marketing service provider in relation to this Competition;

2.1.3 You must complete a successful Transaction as defined above during the Purchase period;

2.1.4 You must provide the Promoter with any personal information as referred to in clause 8.1 hereunder and the Promoter shall be entitled to use such information in accordance with clause 8 below;

2.2 You will be contacted by the Promoter or the Promoter's agent to confirm that you comply with the above requirements and, in such circumstances, you agree to provide any further information or documentation requested by the Promoter or the Promoter's agent. If you are contacted in this way it does not mean that you have been selected as the winner of the Prize.

**2.3 A failure to provide written confirmation (if requested) and supporting documents to show that you satisfy these requirements may result in your disqualification from the Competition.**

**2.4 If a Prize winner is selected (in any manner as envisaged in these Rules), but such Prize winner fails to meet the requirements set out in these Rules, then such Prize winner will be disqualified from receiving a Prize and the Promoter shall be entitled to award such Prize to another Entrant.**

2.5 You must produce a valid SAA ticket, in accordance with these Rules, within the purchase period as may be required.

## 3. How to Enter

3.1 The discount code is only valid if booked through an SAA Office or online on [www.flyssaa.com](http://www.flyssaa.com).

3.2 The discount code, for the purposes of these Rules, is only valid from April 2017 to 2 July 2017.

3.3 Any consumer that uses the discount code to book their flight via an SAA Office or [www.flyssaa.com](http://www.flyssaa.com) during the purchase period to visit Johannesburg during the redemption period is automatically entered into the competition and stands a chance to win the Prize.

3.4 All tickets must be booked in the purchase period for landing in Johannesburg between 12 June and 12 July 2017. No extensions will be granted.

3.5 The terms of your travel will be according to the terms set out at this hyperlink <https://www.flyssaa.com/za/en/> or as between you and SAA.

3.6 The prize-winner is expected to travel with the travel partner/companion on the same dates and flights.



#### **4. Competition Entry & Winner Draw**

- 4.1 The winner of the Prize will be randomly drawn from the base of eligible entrants on or around 17 July 2017.
- 4.2 The draw will take place under the guidance of an SAA auditor at the SAA head office in South Africa.
- 4.3 The winner's name will be handed to the Promoter to inform the winner of the prize.
- 4.4 The responsibility for the organisation and delivery of the prize shall rest with SAA.

#### **5. Contacting the Prize Winner**

- 5.1 The winner of the Prize will be contacted telephonically or via e-mail by the Promoter or its agent.
- 5.2 The winner of the Prize will be contacted a maximum of 5 times after the draw. If the Promoter of the Joburg Shopping Festival or its agent is unable to contact a winner after making the attempts to do so, as referred to above, within 4 business days after the draw, the Promoter reserves the right to have another winner randomly selected from the base of eligible Entrants. In that event, the winner initially contacted will not win a Prize.

#### **6. General: Prize**

- 6.1 The Prize is non-transferable, non-refundable and cannot be redeemed for cash regardless of the estimated monetary or other value of the Prize.**
- 6.2 The award of the Prize is final and no correspondence will be entered into thereon.
- 6.3 Upon receipt of the winner's notifications, the Promoter may, to the extent necessary, provide further instructions relating to the redemption of the Prize awarded.
- 6.4 The Promoter shall not be liable for any losses, harm or damage incurred in the course of participating in competition or in receiving the prize.**
- 6.5 The description of each element of the Prize is provided by the supplier to the Promoter and such descriptions are correct at the time of publication of these Rules. Notwithstanding the foregoing, the Promoter reserves the full right to substitute any or all Prizes(s) awarded to the winner with alternative prizes, provided that such alternative prizes are of equal or greater value to the Prize initially awarded.
- 6.6 The Prize is awarded subject to availability.
- 6.7 All taxes and any other costs that may be payable as a consequence of receiving a Prize are the sole responsibility of the winner of such Prize.
- 6.8 The Promoter will not be held liable to pay for any accommodation, travel arrangements or any other costs which the winner of the Prize is required to pay in order to enjoy the Prize. Any and all costs shall be borne by the Prize winner.



## **7. Limitation of liability**

7.1 The Promoter and its Affiliates will not be liable to any Entrant, his / her legal representatives or any third party for any losses, damages, costs, claims, injuries or death in connection with such Entrant's entry into the Competition, the selection of the winner, the Prize or making use of any of the elements of the Prize.

**7.1.1 This clause means that you will be entering the Competition at your own risk and the Promoter and its Affiliates will not be responsible to you for any harm you suffer as a result of entering the Competition.**

**7.1.2 If you or any third party sustains any loss, injury or death in connection with entry into the Competition, the selection of the winner, the Prize or making use of any of the elements of the Prize, you or any third party will not be able to sue the Promoter, its Affiliates or any of their directors, employees or any agents.**

**7.1.3 If any third party suffers harm because of your participation in the Competition, you will be responsible to the third party and not the Promoter or its Affiliates.**

7.2 The Promoter may amend these Rules at any time before or during the Competition Period and will put a notification of the amendment on its website at [www.joburgshoppingfestival.co.za](http://www.joburgshoppingfestival.co.za). Neither the Promoter nor its Affiliates will incur any liability in this regard.

7.3 If the winner fails to redeem their Prize within the period in which the Prize is made available for redemption, the winner shall be deemed to have forfeited their right to receive such Prize. Moreover, it is specifically recorded that the Prize can only be enjoyed during the redemption period in Johannesburg. If you are unable for any reason whatsoever to remain in Johannesburg to enjoy the full benefit of the Prize, then this shall be deemed to constitute a forfeiture of the elements of the prize that you do not receive. You shall not be entitled to receive the Prize in any other manner, place or at any other time other than is specifically set out herein.

7.4 Subject to what is set out above, should a winner not take any necessary steps which he / she is required to take in order to obtain and enjoy his / her Prize, then any additional costs which may be incurred in order for such winner to receive his / her Prize will be solely for such winner's account.

## **8. Personal Information and use of Image for Promotional Purposes**

8.1 The Promoter and its Affiliates will collect, process, transfer and keep certain information about the Entrants and the Prize winner for the purposes of the Competition, and in relation to the survey referred to herein, and also to comply with the Consumer Protection Act of 2008 and other relevant legislation. This information may include, but may not be limited to, your name, age, identity number, contact details and related data, and other information obtained as a result of your entry in the Competition or obtained pursuant to your existing relationship with the Promoter ("personal information").

8.2 Any personal information, will:

8.2.1 be used solely in connection with the Competition; and

8.2.2 will be transferred to the Promoter and / or its Affiliates, the Promoter's and the Affiliate's agents and vendors, for the purposes of the Competition and any other third party if you consent.



8.3 By entering the Competition, you consent to the Promoter displaying your name on the Promoter's website [www.joburgshoppingfestival.co.za](http://www.joburgshoppingfestival.co.za) and on the Promoter's social media platforms in the event that you are selected as a Prize winner.

8.4 By entering the Competition, you consent to your personal information being transferred to the Promoter's data centres located outside of South Africa for any use as envisaged in this clause 8.

8.5 The Promoter will retain your personal information after the conclusion of the Competition for the purposes of informing you about future competitions or promotions. You may opt out of being contacted by the Promoter at any time during the Competition Period.

8.6 The Promoter will keep your personal information secure and store it in accordance with all applicable laws and will not transfer such information to any third parties other than as permitted and consented to by you in terms of these Rules.

8.7 By entering the Competition, you consent to the Promoter and its Affiliates using your personal information as set out in this clause 8.

**8.8 The Promoter hereby invites you to permit the Promoter to use your name, image and likeness and to take photographs and record video footage of you for the purpose of promoting the Competition and any future competitions conducted by the Promoter. You are hereby afforded a period of 5 (FIVE) days in which to decline this invitation by notifying the Promoter at the following e-mail address: [tiekie@mojanation.co.za](mailto:tiekie@mojanation.co.za). If you do not decline the invitation in accordance with this provision, then you hereby agree and confirm that the Promoter shall be entitled to use your name, image and likeness and to take photographs and record video footage of you for the purpose of promoting the Competition and any future competitions conducted by the Promoter.**

## **9. Governing Law**

These Rules are governed by and will be interpreted in accordance with South African law and any disputes arising out of them will be subject to the exclusive jurisdiction of the courts of South Africa.