## **Delush Competition Terms and Conditions**

- 1. Entries for this promotional competition open on 3 July 2017 and closes 17:00PM on 28 July 2017.
- 2. The prizes are presented and explained on the Website (www.delushwines.co.za/competition/).
- 3. Our top 10 entrants (i.e. finalists) will be invited to attend a luncheon at the Fairlawns Boutique and Spa in Sandton Johannesburg on or about Saturday 5 August 2017 (the date may be subject to change) ("Luncheon").
- 4. Prizes are not transferable and may not be exchanged for other prizes.
- 5. In order to qualify as an entrant for this promotional competition:
  - 5.1. the entrant must live in South Africa (preferably close to Johannesburg) and be able to attend the Luncheon at his / her own expense (unless otherwise agreed);
  - 5.2. the entrant must provide correct and full personal details, as required; and
  - 5.3. the entrant must be 18 years old or older.
- 6. The entrant cannot be a juristic entity and must be an individual.
- 7. No staff member or immediate family member of any staff member of YFM or Orange River or any affiliated company of either may enter the competition.
- 8. To enter the promotional competition, the entrant must:
  - 8.1. take a photo of himself / herself "in his / her element" (as described on the Website) (Step 1);
  - 8.2. use our campaign hash tag "#DelushDiva" (Step 2);
  - 8.3. post it on Twitter and/or Instagram (Step 3).
- 9. Participants may enter the promotional competition as many times as they wish as long as they follow Steps 1 to 3 mentioned above and qualify as an entrant.
- 10. No photos taken and posted during Steps 1, 2 and 3 may contain any pictures of children younger than 18 years.

## Selection of winners

- 11. The top 10 finalists will be selected by the representatives of YFM (namely their designated DJ's) through the entries received on Twitter and Instagram and will be announced on air, at least 14 days prior to the Luncheon, during YFM's daily radio show on at 15:00 titled *the Best Drive Show*.
- 12. During the hosting of the Luncheon a final task / project (together with clear and understandable instructions and guidance) shall be given to each of the 10 finalists.
- 13. The finalists shall be required to complete their task / project and post same on or before 17:00PM on 17 August 2017 on Twitter and/or Instagram (using the hash tag "#DelushDiva").
- 14. The representatives of YFM (namely their designated DJ's) shall then choose 3 of the top 10 finalists to progress to the next round which shall be held in the form of a live interview on 18 August 2017 on YFM at about 16:20 during the daily radio show titled *the Best Drive Show*. All of the last 10 finalists should be available to take a telephone call from 15:00 on the 18 August 2017 to stand a chance of becoming one of the last 3 finalists. If any one of the finalists is not available to take a call (for whatsoever reason) after 2 failed attempts by the representatives of YFM (namely their designated DJ's), he / she shall forfeit his / her right to become a top 3 finalist.
- 15. All top 3 finalists must then attend at their own costs and expense (unless otherwise agreed) the final live radio broadcast of YFM on 1 September 2018 at about 15:00 (and thereafter) during the daily radio show titled *the Best Drive Show*, to answer questions posed by the representatives of YFM (namely their designated DJ's) and motivate their reason why he/she should be chosen as the final winner. The winner shall then be announced live on air during the said show.

## General

16. All entrants / finalists to whom prizes will be awarded will be selected through an adjudication panel made out of YFM representatives (namely their designated DJ's).

- 17. We reserves the right to disqualify a winner if he / she does not answer and / or respond to any telephone call as indicated above and randomly select a replacement winner from the competition entries.
- 18. In such circumstances, the replacement winner shall be contacted via telephone by us as soon as reasonably practicable and shall be required to respond to us in the manner set out in such correspondence.
- 19. In the event that the replacement winner fails to respond to us as required, then the provisions of this clause shall apply to that new winner in the same way as if he / she were the original winner. If the selected winner does not have any contact details a redraw will need to take place immediately.
- 20. We reserve the right to amend the terms and conditions as well as terminate the Competition at any time. In the event of such termination, all participants agree to waive any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against us, our advertising agencies, advisors, suppliers and nominated agents.

## General

- 21. By entering the competition in accordance with its terms, you are entering a promotional competition for the purposes of the Consumer Protection Act, 2008 ("CPA") and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the promoter / sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery (iii) providing proof of till slip of purchase.
- 22. The names of the prize winners will be published on our Website subject to the winners consent.
- 23. Winners may be requested to take part in the promoter's publicity campaigns or to allow their names and likenesses to be used by the promoter for promotional purposes. Winners are, however, entitled to decline such request.
- 24. The decision on any matter related to the competition (including the selection of prize winners) is final.
- 25. Any queries in this regard, and a copy of these rules can be found at www.delushwines.co.za or by calling the consumer services division on +27 54 337 8800 during office hours throughout the period of the competition.
- 26. All persons entering the competition of Orange River Cellars Co-Operative Limited with registration number 1966/000002/24 ("Orange River", "we", "us" and "our") ("the promotional competition") ("the entrants / finalists") agree that the competition rules as set out in these terms and conditions are binding on them.
- 27. The entrant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and the he/she understands and agrees to the terms and conditions.
- 28. All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless Orange River, YFM, and their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.