



HOT 102.7FM PROMOTION RULES

1. DEFINITIONS

- 1.1 **“Promotion”** means the promotion which is operated by the Station subject to the Rules, which provides the Participant with the opportunity to win a Prize.
- 1.2 **“Promoter”** means a person who directly or indirectly promotes, sponsors, organises or conducts a promotion, being Gold Reef City.
- 1.3 **“Media”** means printed media, radio and television.
- 1.4 **“Participant”** means the person participating in the Promotion and thus bound by the Rules.
- 1.5 **“POPI”** means the Protection of Personal Information Act 4 of 2013.
- 1.6 **“Prize”** means any promotion, prize draw or giveaway, any stated value of which is VAT inclusive, which is awarded to a Participant in relation to the Promotion.
- 1.7 **“Processing”** shall bear the meaning ascribed to it in POPI.
- 1.8 **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person.
- 1.9 **“Rules”** means the rules contained in these terms and conditions, which incorporate and are subject to any binding rules or regulations prescribed by any law which are applicable to the Promotion.
- 1.10 **“Station”** means HOT 102.7 FM (Pty) Ltd.
- 1.11 **“VAT”** means value added tax as defined in the Value Added Tax Act 89 of 1991.

2. INTRODUCTION

- 2.1 The Rules are binding on the Participant upon entry to the Promotion.
- 2.2 Subject to 2.3, the Station will not charge the Participant any costs in order to enter the Promotion.
- 2.3 In the event that entry to the Promotion is conducted through SMS, the Station will charge the Participant standard SMS rates for entry to the Promotion, provided that such standard rates do not exceed R1.50 (one rand and fifty cents).
- 2.4 The station will not be held responsible for any SMS charges, data charges or phone costs incurred while participating in any promotion.
- 2.5 By entering the Promotion, a Participant agrees to be bound by these terms and conditions.
- 2.6 Subject to these terms and conditions, all promotions conducted by the Station may have additional rules which shall be binding on all Participants.

- 2.7 The Station reserves its rights to amend these terms and conditions from time to time.

3. ELIGIBILITY FOR THE ENTRY INTO AND THE WINNING OF THE PROMOTION

- 3.1 Participants are required to be in possession of a valid South African identity document or, if the Participant is not a South African citizen, a valid passport.
- 3.2 Participants are required to be at least 18 (eighteen) years of age.
- 3.3 Where prizes are in the form of cash, Participants are required to have a South African bank account in their personal name.
- 3.4 Participants for promotions where the prize is for international travel, need to be in possession of valid passports, be eligible for the required visas and be available for travel on the specified dates.
- 3.5 Participants are not permitted to enter a promotion within a 3 (three) month period of winning a prize to the value of R2000 or more.
- 3.6 Notwithstanding anything to the contrary contained in these terms and conditions, the Station reserves the right to refuse participation in the Promotion and/or automatically disqualify a Participant for any reason whatsoever, provided that such right is not exercised so as to discriminate on the basis of the Participant's race, sex, gender, sexual orientation, religious orientation or political persuasion.
- 3.7 No directors, members, partners, employees, agents or consultants or any other person who directly or indirectly controls or is controlled by the company or marketing service providers, or spouses, life partners, business partners or immediate family members of the radio station and Promoter may participate in the Promotion.
- 3.8 All entries to the Promotion shall be conducted by a natural person and no entry shall be Artificial Intelligence (AI) generated. In the event that the entries are AI generated, the Participant shall be prevented from participating in the Promotion and/or automatically disqualified.
- 3.9 In entering the Promotion, the Participant confirms that they are eligible to do so and indicates their agreement to be bound by these terms and conditions.
- 3.10 If a winner cannot be successfully contacted within a period of 30 (thirty) days from date of draw, and/or is ineligible to accept the prize, or contravenes the terms and conditions of the Promotion, the prize will be forfeited and a new winner may be drawn.

4. THE CONSUMER PROTECTION ACT

- 4.1 The rules of the Promotion include certain terms and conditions which may:-
- 4.1.1 limit in any way the risk or liability of the Station and the Promoter, or any relevant third party.
- 4.1.2 constitute assumption of risk or liability by the Participant.
- 4.1.3 impose an obligation on the Participant to indemnify the Station or a relevant third party.

4.1.4 serve as an acknowledgement of any fact by the Participant.

5. **NUMBER OF ENTERIES**

- 5.1 It is important for Participants to note that the Station has restrictions on the number of entries for a Promotion.
- 5.2 The Participant acknowledges and agrees that he/she shall be limited to one entry per day in respect to this Promotion. Entries are limited to one entry per day for the same promotion conducted through SMS, WhatsApp, or any other platforms.
- 5.3 In the event that a Participant enters the Promotion through the abovementioned entry mechanisms more than once, the Station reserves the right to refuse participation and/or to automatically disqualify the Participant in the Promotion.

6. **DISQUALIFICATION**

- 6.1 In the event that the Participant fails, refuses and/or neglects to comply with these terms and conditions, the Participant will be automatically disqualified and will forfeit the prize (if he/she has already won a prize).
- 6.2 Participants need to be aware of the fact that unlawful, fraudulent, or otherwise dishonest conduct, AI generated or any conduct in breach of these terms and conditions by a Participant determined in the Station's sole discretion, shall result in automatic disqualification in the Promotion and ineligibility to win any prize.

7. **DISCLAIMER OF LIABILITY**

- 7.1 Participants enter or take part in Promotions at their own risk and the Station and the Promoter bear no responsibility for any loss, damage or harm suffered as a result of participation in any of the Station's Promotions for any reason whatsoever, and whether or not such loss, damage or harm is attributable to any action or omission (including involving gross negligence) on the part of the Station, its employees and/or its independent contractors.
- 7.1 The Station will not be held liable or responsible for any late or incorrect entries as a result of any technical faults beyond the reasonable control of the Station.
- 7.2 The Participant acknowledges and agrees that, in the event that winning in this Promotion involves any travel, there are inherent risks associated with such travel and/or the relevant destination and the Station will not be held liable for any loss, damage or harm suffered as a result thereof. The Station will be entitled to require the execution by the Participant of a full and legally enforceable exemption of liability as a condition of taking up the benefit of such Prize.

8. **THE PRIZE**

- 8.1 The outcome of the Promotion is subject to the decision of the judge, presenter or organiser of the Promotion (as the case may be), whose decision is final. No negotiations and/or correspondence whatsoever will be entered into

whether before or after a decision has been made in respect of the Promotion.

- 8.2 The Station reserves the right to request verification of your entry into the Promotion to ensure that the correct person is collecting the prize. Such verification may require the Participant to, without limitation, provide proof of their address and contact details and confirmation of the Participant's identity number.
- 8.3 The Station will only provide the Participant with the prize if it is satisfied that the information furnished by the Participant is correct. The Participant will follow a verification process which, in order for the Participant to claim the Prize, must be completed once he/she has entered the Promotion. The Participant may claim the Prize only once the verification process has been completed and the Station has accepted that the Participant is eligible to receive the Prize,
- 8.4 Prizes won in the Promotion by the Participant must be claimed by the Participant within a period of 15 (fifteen) days. The Station reserves the right to redistribute all unclaimed prizes if they have not been claimed by the Participant within the 15 (fifteen) day period.
- 8.5 Prizes may not be transferred to another person.
- 8.6 Prizes will not be exchanged for cash or an alternative prize.
- 8.7 Where it is not possible to deliver the prize via courier, it is the Participant's obligation to collect the prize. The Station will not be liable for any costs incurred by the Participant in collecting the prize.
- 8.8 The Station reserves the right to replace the Prize with an alternative Prize of equal or higher value if circumstances beyond the Station's control make it necessary to do so.

9. PUBLICATION OF PARTICIPANT

- 9.1 Upon winning in the Promotion, the Participant may elect to remain anonymous and not have their picture taken and published in the Media.
- 9.2 Should the Participant consent to the publication of their photograph in the Media, the Station has the right to publish the Participant's photograph in the media without any remuneration due to the Participant.
- 9.3 The Participant may not publish the winning of the Promotion in the Media without the prior written consent of the Station.

10. CODE OF CONDUCT

By entering the Promotion, the Participants and the winner acknowledge and agree to be bound by the Code of conduct of the Station at all times during this Promotion. The Station shall not be held liable for any claims, damages, loss, charges of any nature arising from the Participant's or the winner's failure to adhere to the Code of Conduct of the Station.

11. OWNERSHIP OF PROMOTIONAL ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Promotional entries will become the property of the Station on receipt and will not be returned to the Participant.
- 11.2 By submitting your Promotional entry and any accompanying material, you agree to assign to the Station all your intellectual property rights with full title and

guarantee and you waive all moral rights in and to your Promotional entry to which you may now or at any time be entitled to under any legislation anywhere in the world from time to time in force which governs intellectual property rights.

12. PERSONAL INFORMATION

- 12.1 The Station hereby undertakes to process any Personal Information or Personal Data in a manner which promotes the constitutional right to privacy, retains accountability, Data Subject participation and ensures that it used properly, lawfully and transparently.
- 12.2 The Participant agrees to provide honest, accurate and current information in respect of the Participant to the Station as well as maintaining and updating such information when necessary.
- 12.3 The Participant's personal information collected by the Station may be utilised for the following purposes, the processing of personal information on the Station's website, further processing by third parties.
- 12.4 By agreeing to these terms and conditions, the Participant consents to the Station's Processing of the following personal information in respect of the Participant, for the purposes of determining the Participant's eligibility to enter the Promotion, to allow the Station to process your entry into the Promotion as well as for the Station's market research –
- 12.4.1 age;
 - 12.4.2 biometric information;
 - 12.4.3 date of birth;
 - 12.4.4 sex;
 - 12.4.5 gender;
 - 12.4.6 ID/Passport number;
 - 12.4.7 any correspondence between the Station and the Participant;
 - 12.4.8 physical address;
 - 12.4.9 telephone number; and
 - 12.4.10 e-mail address.
- 12.5 Further to the above, each Participant hereby agrees to receive electronic communication for purposes of direct marketing. Electronic communication shall include, but not limited to, automatic calling machines, facsimile machines, SMSs and e-mails.
- 12.6 If any Participant wishes to object to the Processing of his or her Personal Information or Personal Data by HOT 102.7 FM, which the Participant is entitled to exercise at all times, such Participant must kindly direct such a request to HOT 102.7FM's Information Officer at the following email address: lloyd@hot1027.co.za
- 12.7 A Participant may request the Station to –
- 12.7.1 correct or delete of information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully;
 - 12.7.2 destroy or delete a record of Personal Information about yourself that HOT

102.7 FM is no longer authorised to retain in accordance with applicable laws.

- 12.8 For more details on how we may deal with your personal information please refer to our Privacy Manual on our website.

13. **INDEMNIFICATION**

- 13.1 The Participant indemnifies the Station and holds it harmless against any claims of any nature arising from, in connection with or as a result of the Participant's participation in the Promotion for any reason whatsoever, and whether or not such loss, damage or harm is attributable to any action or omission (including involving gross negligence) on the part of the Station, its employees and/or its independent contractors.
- 13.2 In the event of any an act of God, lock out, strikes, government action, war or events of like or similar nature ("Force Majeure") beyond or outside the reasonable control of the Station preventing them from the performance of any obligation to a Participant then the Station shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

14. **GENERAL**

- 14.1 These Rules will not confer any rights on any third party.
- 14.2 The Station reserves the right, in its sole discretion, to cancel and/or suspend any Promotion.
- 14.3 Whilst the Station will endeavor to provide the Participant with the Prize as soon as possible after completion of the Promotion, please allow a minimum period of at least 4 (four) weeks for prizes to be delivered. The delivery period will vary depending on the Promotion or nature of the Prize.
- 14.4 No variation to these terms and conditions will be effected unless approved to in writing by the Station's managing director.
- 14.5 The Station's failure to exercise or delay in exercising a right or remedy provided in these terms and conditions does not constitute a waiver of any right or remedy.
- 14.6 Should one or more conditions of these terms and conditions be void and/or invalid, this will not affect the validity of the remaining terms and conditions and/or any other specific terms for the Promotion.
- 14.7 The Participant acknowledges that he/she has had an appropriate opportunity to first read the terms and conditions contained in this document and has done so prior to submitting his/her entry and that he/she understands and thereby agrees to the terms and conditions contained in this document.
- 14.8 Any complaint can be made to the Station for resolution.
- 14.9 The terms and conditions shall be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa.