

1. **DEFINITIONS**

- 1.1. **“Competition”** means the promotional competition which is operated by the Station subject to the Rules, which provides the Participant with the opportunity to win a Prize. The competition incorporates and entails the Station and PlayTsogo Viva Las Vegas competition as set out in these Rules.
- 1.2. **“Duration of the Competition”** shall mean the period of the Competition determined by the Station, being 2 September 2024 to 11 October 2024.
- 1.3. **“Days”** shall mean calendar days, excluding weekends.
- 1.4. **“Grand prize”** means an international travel for four to Las Vegas, United States on a date determined by the Station at its sole discretion.
- 1.5. **“Main winner”** means a weekly winner or wild card entry winner who has participated in the Grand prize draw and won the Grand prize.
- 1.6. **“Runner-up”** means a weekly winner or wild card entry winner who shall be considered by the Station as a main winner for the Grand prize.
- 1.7. **“Media”** means printed media, radio and television.
- 1.8. **“Participant”** means the person participating in the Competition and thus bound by the Rules.
- 1.9. **“POPI”** means the Protection of Personal Information Act 4 of 2013.
- 1.10. **“Prize”** means any promotion, grand prize, prize draw or giveaway, any stated value of which is VAT inclusive, which is awarded to a Participant in relation to the Competition.
- 1.11. **“Processing”** shall bear the meaning ascribed to it in POPI.
- 1.12. **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person.
- 1.13. **“PlayTsogo”** means a licensed online betting operator regulated by the Western Cape gambling and racing board under license 10190075-004 and having its registered address at 1 Waterford Place, Century Boulevard, Century City 8000.
- 1.14. **“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 Competition.
- 1.15. **“Station”** means HOT 102.7 FM (Pty) Ltd, a company incorporated in the Republic of South Africa with registration number 1996/008632/07 and having its registered address at Loft 16 Fancourt Office Park, Felstead Road, Northriding, 2169.

- 1.16. **“VAT”** means value added tax as defined in the Value Added Tax Act 89 of 1991.
- 1.17. **“Various prizes”** means the various prizes that the daily and/or weekly winners are eligible to win, which shall include the following prizes:
1. **“Daily winner prize”** means the R5000-00 cash prize that the Station awards to a daily winner during the duration of the Competition. The daily winner is selected daily on air during the time slots determined by the Station at its sole discretion.
  2. **“Weekly winner prize”** means the R15 000-00 cash prize that the Station awards to the weekly winner during the duration of the Competition. The Station will run a weekly draw for purposes of selecting a weekly winner from the daily winners on a date determined by the Station at its sole discretion.
  3. **“Cashable bonus”** means a R2 000-00 (two thousand rand) cashable bonus that PlayTsogo uploads onto the daily winner’s PlayTsogo’s account, subject to its the terms and conditions and verification.
  4. **“Match bonus”** means the match bonus up to R10 000-00 that is uploaded onto the daily winner’s PlayTsogo’s account, subject to its the terms and conditions and verification.

## 2. **INTRODUCTION**

- 2.1. The Rules are binding on the Participant upon entry to the Competition.
- 2.2. The Station will not charge the Participant any costs in order to enter the Competition.
- 2.3. The Station will not be held responsible for any WhatsApp data charges or phone costs incurred while participating in any competitions.
- 2.4. By entering the Competition, a Participant agrees to be bound by these terms and conditions.
- 2.5. Subject to these terms and conditions, all competitions conducted by the Station may have additional rules which shall be binding on all Participants.

2.6. The Station reserves its right to amend these terms and conditions from time to time.

### **3. HOT 102.7 FM AND PLAYTSOGO VIVA LAS VEGAS COMPETITION**

- 3.1. The Competition is jointly run between the Station and PlayTsogo.
- 3.2. The Competition entails various prizes and a Grand prize, which Participants are eligible to win subject to the Rules hereof.
- 3.3. Entries open for the Competition on 26 August 2024 and close on 11 October 2024. There are no limits on the number of entries. Any entries received after 00h00 on the last day will not be valid and shall not be considered.
- 3.4. The Competition will take place from 2 September 2024 until 11 October 2024, Monday to Friday during the 05h30-09h00, 09h00-12h00, 12h00-15h00 and 15h00-18h00 shows.
- 3.5. Participants are required to be 18 (eighteen) years to enter the Competition, subject to verification and must be in possession of a valid South African identity document or, if the Participant is not a South African citizen, a valid passport.
- 3.6. To enter the Competition, Participants are required to send the following hashtag entry (#Vegas) together with their name to the Station's WhatsApp line, in which the Participants will be sent a WhatsApp message with a link.
- 3.7. The aforesaid link will direct the Participants to PlayTsogo's registration portal on its website. PlayTsogo's terms and conditions and verification will apply.
- 3.8. The Station will not be held responsible for any data charges or phone costs incurred while participating in the Competition.
- 3.9. The Station will play the Viva Las Vegas trigger track. On hearing the trigger track, listeners must send their name to 083 453 1027 using #Vegas. The station will select a winner and take them to air to award them with a cash prize in the amount of R5000-00 (five thousand rand) payable by the Station.
- 3.10. Each of the potential daily winners will be contacted by the Station on air during the 05h30-09h00, 09h00-12h00, 12h00-15h00 and 15h00-18h00 shows, Monday to Friday during the duration of the Competition.
- 3.11. If a daily winner is not 18 (eighteen) years upon verification, the Station reserves the right to disqualify the daily winner from the Competition and he/she will forfeit the cash prize.

3.12. The daily winners are each eligible to win further prizes if they have registered with PlayTsogo at the time of the on-air show as follows:-

3.12.1. Cashable bonus prize

- 3.12.1.1. In the event that the daily winner has registered with PlayTsogo at the time of the on-air show, the daily winner will be eligible to win an additional R2 000-00 (two thousand rand) cashable bonus from PlayTsogo which will be uploaded into the daily winner's PlayTsogo account. The Station shall not be responsible hereof, PlayTsogo's terms and conditions and verification shall apply.
- 3.12.1.2. The cashable bonus may be withdrawn on the winner's playTSOGO account without any wagering requirements, and are subject to FICA requirements and standard verifications of PlayTsogo. in terms of PlayTsogo's terms and conditions.
- 3.12.1.3. Should the daily winner not seek a cashout from PlayTsogo, the cashable bonus will have to be utilised for purposes of playing or betting on any of PlayTsogo's sports betting and casino games.
- 3.12.1.4. The cashable bonus is subject to the control, auspices and terms and conditions and verification of PlayTsogo, and the Station shall not be liable to the daily winner in respect to the cashable bonus hereof. Participants are required to

refer to the following PlayTsogo's bonus terms and condition link: <https://www.playtsogo.co.za/bonus-terms-and-conditions>

3.12.1.5.3.14.1.5.

3.12.2. Match bonus prize

3.12.2.1. In addition, if the daily winner has registered with PlayTsogo the daily winner will be eligible for a 200% (two hundred percent) match bonus up to R10 000-00 (ten thousand rand) provided that the daily winner has made a first time deposit of a minimum of R500-00 (five hundred rand) into his/her account in accordance with PlayTsogo's terms and conditions and has made the deposit within the 7 (seven) day period prior to he/she being taken on air, which period commences at 00h00 of the first day.

3.12.2.2. In the event that the daily winner is a regular player who has previously registered with PlayTsogo he/she will be eligible for a 100% (one hundred percent) match bonus up to R10 000-00 (ten thousand rand) provided that the daily winner has made a first time deposit, and a further deposit of a minimum of R500-00 (five hundred rand) into his/her account in accordance with PlayTsogo terms and conditions within the 7 (seven) day period prior to he/she being taken on air, which period commences at 00h00 of the first day.

3.12.2.3. The Match bonus is subject to the control, auspices and terms and conditions of PlayTsogo and verification, and the Station shall not be liable to the daily winner in respect to the Match bonus hereof. Participants are required to refer to the following PlayTsogo's bonus terms and condition link: <https://www.playtsogo.co.za/bonus-terms-and-conditions>

3.13. The daily winners will be put in a weekly draw in which the Station will select 6 (six) weekly winners during the duration of the Competition and each weekly winner will be awarded a cash prize of R15 000-00 (fifteen thousand rand) payable by the Station. The weekly winner will not be eligible to win the Cashable bonus and Match bonus prizes.

3.14. The Station shall select a wild card entry winner from the WhatsApp entries and the wild card entry winner will be awarded a cash prize in the amount of R10 000-00 (ten thousand rand), payable by the Station. The wild card entry winner will not be eligible to win the Cashable bonus and Match bonus prizes. The wild card entry draw shall take place on Friday 11 October 2024.

- 3.15. The 6 (six) weekly winners, including the wild card entry winner will be eligible to participate in a main draw for the Grand prize activation.
- 3.16. The Grand prize activation shall take place on 14 October 2024 between 15h00-18h00 at Gold Reef City Johannesburg. The weekly winners and the wild card entry winner are required to attend the Grand prize draw in person on the aforementioned date and they shall be responsible for their own transportation and accommodation hereof.
- 3.17. The weekly winners and the wild card entry winner shall be automatically disqualified in the event that they are unable to attend Grand prize activation in person on 14 October 2024.
- 3.18. The Grand Prize
- 3.18.1. The Grand prize includes an international travel trip for four to Las Vegas, United States of America. The main winner will be given the opportunity to select 3 (three) companions to travel with to Las Vegas.
- 3.18.2. The main winner and the 3 (three) companions must be 18 (eighteen) years and above.
- 3.18.3. The main winner and the 3 (three) companions are required to be in possession of a valid South African identity document or, in the event that the main winner or any of the 3 (three) companions are not a South African citizen, a valid passport.
- 3.18.4. The Station reserves the right, in its sole discretion to determine the period of the trip to Las Vegas and the intended travel itinerary thereof and to change the period of the trip arrangements for any reason whatsoever.
- 3.18.5. All 3 (three) companions including the main winner must be in possession of valid passports, be eligible for the required visas and any other required documentation by the United States of America port of entry and any other connecting airports. The required documentation must be valid for the time period of the trip and for 6 months thereafter.
- 3.18.6. The main winner and the 3 (three) companions must be available for travel on the specified dates chosen by the Station.
- 3.18.7. The Station will provide the main winner and the 3 (three) companions transportation from their residency to the designated airport elected by the Station at its own discretion.

- 3.18.8. The Station will be responsible for arrangements and payment of flight tickets, accommodation, a pre-determined allowance towards food and beverage and travel costs to the airport from within South Africa. The winner is required to have a South African bank account in his/her personal name and the bank account must not be inactive or dormant.
- 3.18.9. Should the main winner for whatsoever reason not be able to travel and/or fail to secure the required travel documentation, he/she shall automatically forfeit the Grand prize.
- 3.18.10. The Station reserves the right, in its sole discretion to elect the runner up for the Grand prize should the main winner disqualified, ineligible and/or forfeit the Grand prize, on condition that the runner up has a valid passport and can obtain and secure a travel visa and the required travel documentation and is bound by these terms and conditions. The runner up shall not be eligible to win any additional prizes.
- 3.18.11. The Grand prize shall not be exchanged for cash or an alternative prize.
- 3.18.12. In the event that any one of the 3 (three) companions elected by the main winner or runner up are unable for whatsoever reason to travel and/or fail to secure the required travel documentation, or fail to meet the criteria of these terms and conditions, he/she will automatically forfeit the Grand prize and waive any rights to transfer the ticket to any individual and to exchange the ticket or portion of the Grand prize to cash or any alternative prize.

#### **4. FURTHER ELIGIBILITY FOR THE ENTRY INTO AND THE WINNING OF THE COMPETITION**

- 4.1. 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.
- 4.2. Where prizes are in the form of cash, Participants are required to have a South African bank account in their personal name and the bank account must not be inactive or dormant.
- 4.3. Participants for competitions 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.
- 4.4. Participants are not permitted to enter a competition within a 3 (three) month period of winning a prize to the value of R2000 or more.

- 4.5. Notwithstanding anything to the contrary contained in these terms and conditions, the Station reserves the right to refuse participation in the Competition 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.
- 4.6. No employee, no independent contractor (including any presenter) nor any immediate family member of the foregoing, may participate in the Competition.
- 4.7. All entries to the Competition 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 Competition, and/or automatically disqualified.
- 4.8. In entering the Competition, the Participant confirms that they are eligible to do so and indicates their agreement to be bound by these terms and conditions.
- 4.9. 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 Competition, the prize will be forfeited and a new winner may be drawn.

## **5. THE CONSUMER PROTECTION ACT**

- 5.1. The rules of the Competition include certain terms and conditions which may:-
  - 5.1.1. limit in any way the risk or liability of the Station, or any relevant third party.
  - 5.1.2. constitute assumption of risk or liability by the Participant.
  - 5.1.3. impose an obligation on the Participant to indemnify the Station or a relevant third party.
  - 5.1.4. serve as an acknowledgement of any fact by the Participant.

## **6. NUMBER OF ENTRIES**

- 6.1. The Station reserves the right to restrict the number of entries for a Competition.
- 6.2. Normally a participant will not be permitted to send more than one entry per day. Entries in certain competitions may be limited to not more than one entry per day for the same competition conducted through SMS, WhatsApp platform or submission of the entry form at the Station, unless specified otherwise by the Station.



- 6.3. In the event that a Participant enters the Competition through the abovementioned entry mechanisms more than once, the Participant's entry to the Competition will be void and the Station reserves the right to refuse participation and/or to automatically disqualify the Participant in the Competition.
- 6.4. If the entry is Artificial Intelligence (AI) generated, the Participant's entry shall be void and the Station reserves the right to automatically disqualify the Participant from the Competition.

## **7. DISQUALIFICATION**

- 7.1. Should the Participant fail, refuse and/or neglect to comply with these Rules, the Participant acknowledges that his/her entry to the Competition will be void and he/she will automatically be disqualified and will forfeit the prize (if he/she has already won a prize).
- 7.2. Participants acknowledge that any 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 Competition and ineligibility to win any prize.

## **8. DISCLAIMER OF LIABILITY**

- 8.1. Participants hereby acknowledge and agree that they enter or take part in Competitions at their own risk and the Station bears no responsibility for any loss, damage or harm suffered as a result of participation in any of the Station's Competitions 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.
- 8.2. 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.
- 8.3. The Participant acknowledges and agrees that, in the event that winning the Competition 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.

## **9. GENERAL TERMS CONCERNING PRIZES**

- 9.1. The outcome of the Competition is subject to the decision of the judge, presenter or organiser of the Competition (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 Competition.
- 9.2. The Station reserves the right to request verification of your entry into the Competition 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.
- 9.3. 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 Competition. 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.
- 9.4. Prizes won in the Competition by the Participant must be claimed by the Participant within a period of 2 (two) months. The Station reserves the right to redistribute all unclaimed prizes if they have not been claimed by the Participant within the 2 (two) month period.
- 9.5. Prizes may not be transferred to another person.
- 9.6. Prizes will not be exchanged for cash or an alternative prize.
- 9.7. 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.
- 9.8. The Station reserves the right to replace the Prize with an alternative Prize of equal or highvalue if circumstances beyond the Station's control make it necessary to do so.

## **10. PUBLICATION OF PARTICPANT**

- 10.1. Upon winning the Competition, the Participant may elect to remain anonymous and not have their picture taken and published in the Media.
- 10.2. 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.

- 10.3. The Participant may not publish the winning of the Competition in the Media without the priorwritten consent of the Station.

## **11. CODE OF CONDUCT**

By entering the Competition, the Participants and the winner acknowledge and agree to be bound bythe Code of conduct of the Station at all times during this Competition. 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.

## **12. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

- 12.1. All Competition entries will become the property of the Station on receipt and will not be returned to the Participant.
- 12.2. By submitting your Competition entry and any accompanying material, you agree to assignto the Station all your intellectual property rights with full title and guarantee and you waiveall moral rights in and to your Competition 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.

## **13. PERSONAL INFORMATION**

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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 Competition, to allow the

Station to process your entry into the Competition as well as for the Station's market research –

- 13.4.1. age;
  - 13.4.2. biometric information;
  - 13.4.3. date of birth;
  - 13.4.4. sex;
  - 13.4.5. gender;
  - 13.4.6. ID/Passport number;
  - 13.4.7. any correspondence between the Station and the Participant;
  - 13.4.8. physical address;
  - 13.4.9. telephone number; and
  - 13.4.10. e-mail address.
- 13.5. 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.
- 13.6. 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](mailto:lloyd@hot1027.co.za)
- 13.7. A Participant may request the Station to –
- 13.7.1. correct or delete of information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully.
  - 13.7.2. 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.
- 13.8. For more details on how we may deal with your personal information please refer to our Privacy Manual on our website.

#### **14. INDEMNIFICATION**

- 14.1. 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 Competition 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.
- 14.2. 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.

## **15. GENERAL**

- 15.1. These terms and conditions shall not confer any rights on any third party.
- 15.2. The Station reserves the right, in its sole discretion, to cancel and/or suspend any Competition.
- 15.3. Whilst the Station will endeavor to provide the Participant with the Prize as soon as possible after completion of the Competition, please allow a minimum period of at least 4 (four) weeks for prizes to be delivered. The delivery period will vary depending on the Competition or nature of the Prize.
- 15.4. No variation to these terms and conditions will be effected unless approved to in writing by the Station's managing director.
- 15.5. 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.
- 15.6. 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 Competition.
- 15.7. 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.

15.8. Any complaint can be made to the Station for resolution.

15.9. The terms and conditions shall be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa.