

## STRONGER TOGETHER FOR R32,12

### RAFFLE











#### TERMS AND CONDITIONS

#### 1 DEFINITIONS

These Terms and Conditions ("**T&C**") relate to the "Stronger Together for R32,12" Campaign.

Clause headings are inserted for convenience only and shall not be used in its interpretation.

The following expressions shall bear the following meanings and related expressions bear corresponding meanings:

-  "**Award Date**" means the date when the Draw is conducted and the winning Participants are announced by the Promoter, being 8 July 2020 or such other dates as may be announced by the Promoter;
-  "**Campaign**" means the "Stronger Together for R32,12" campaign run by the Promoter in order to raise money for hunger alleviation, to be held during the Campaign Period;
-  "**Campaign Period**" means a period of forty-four (44) consecutive days from the Launch Date;
-  "**Draw**" means the draw to be conducted by the independent auditors on the Award Date;
-  "**Launch Date**" means 19 May 2020;
-  "**Participant**" means any someone who purchases a Ticket;
-  "**Promoter**" means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, the governing body of rugby in South Africa whose office is situated at SARU House, Tygerberg Park, 163 Uys Krige Drive, Platteklouf, Cape Town, 7500;
-  "**Prize**" means one of the forty-four (44) prizes to be awarded to a winner in the Draw, which shall be personal mementos from the Springboks or unique experiences;
-  "**Raffle**" means the Campaign raffle in terms of which each Participant stands a chance to win a Prize;
-  "**Ticket**" means a ticket to enter the Raffle as purchased on the dedicated online platform.

#### 2 CAMPAIGN

The Campaign shall run from the Launch Date for the duration of the Campaign Period. Participants can enter the Raffle at any stage during the Campaign Period. No Tickets may be purchased after the end of the Campaign Period.

### 3 **HOW TO ENTER**

To become eligible as a Participant, a person must purchase a Ticket to enter the Raffle on the dedicated online platform during the Campaign Period. A Participant can purchase as many Tickets as they wish in the Raffle.

### 4 **THE PROCEEDS**

All proceeds due to SA Rugby from all Ticket purchases shall be donated to the Promoter's two appointed delivery partners for the Campaign, Gift of the Givers and FoodForward SA, who shall apply 100% of the proceeds towards hunger alleviation through community feeding programmes in South Africa.

### 5 **THE DRAW**

On the Award Date, the independent auditors appointed by the Promoter shall conduct a draw in terms of which each of the forty-four (44) winning Participants shall be drawn randomly from the Pool and awarded a Prize.

The Prizes shall be allocated to the respective winners by the independent auditors.


The name of the winning Participants shall be published by the Promoter on its website and social media platforms. Each winning Participant will also be contacted via the information provided on the online entry form.


### 6 **DELIVERY OF THE PRIZE**


The Prize shall be delivered by the Promoter to the winning Participants as soon as possible after the Draw and by no later than 31 December 2021, subject to any government restrictions.


Where the Prize is an experience, the Promoter shall deliver the Prize in the form and manner decided by the Promoter, acting in consultation with the winning Participant and subject to any government restrictions. Any costs incurred by a winning Participant in attending at the appointed location for the relevant experience shall be borne by the Participant, unless otherwise agreed by the Promoter.

### 7 **GENERAL TERMS AND CONDITIONS OF ENTRY**












 To participate in and/or claim a Prize, Participants can reside in or outside of South Africa. Participation in the Raffle is deemed to be acceptance of these T&C's by the Participant or, in the case of a Participant under the age of 18, his or her legal guardian.

 Should there be a dispute, a Participant is entitled to make representations in writing to the Promoter. The Promoter shall consider such representations and notify the Participant in writing as to the decision taken in respect of the dispute. The Promoter's decision in this regard shall be final and binding. No reasons shall be required in respect of such decision and no further correspondence will be entered into.

 The Promoter reserves the right, in its absolute discretion, to change the T&C's without prior notice and at its discretion or extend, postpone or discontinue the Campaign at any time.



 The Promoter reserves the right to withdraw this Campaign without notice in the event of force majeure. For the purposes of these T&C's an event of force majeure shall include but not be limited to any event beyond the reasonable

control of a party, such as war, earthquakes, disasters, calamities, inclement weather, disease or similar circumstances (including Covid-19 and any government regulations issued in respect thereof).

-  The Promoter may refuse to award a prize to any Participant if, in the Promoter's sole opinion, that Participant has violated the T&C's or has gained an unfair advantage in participating in the Raffle.
-  The cost of the raffle ticket, R32,12 is inclusive of VAT.
-  The Prize is non-transferable.
-  All Participants enter and participate in the Raffle at their own risk. The Promoter will not be liable for any damage or injury whatsoever incurred by any Participant when participating in the Raffle (including but not limited to any indirect or consequential loss). The Promoter shall not be liable for any failure on the part of the appointed delivery company to deliver the Prize to the winning Participant.
-  All Prizes are received entirely at the prize winner's own risk. The Promoter makes no warranty as regards the state of condition of any of the Prizes, given that these largely personal, used, items.
-  Prize winners hereby indemnify the Promoter against any liability for accident or loss of life, personal injury, property damage or other loss, cost or expense arising from any claim by any third party in connection with their participation in the Raffle or the Campaign.
-  By reading and accepting these terms and conditions, the Participant gives consent to these risks and hereby indemnifies and holds harmless the Promoter; 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 Raffle or the Campaign 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.
-  The Promoter, its directors, members, partners, employees, officers or consultants, the suppliers of goods or services in connection with this Raffle or Campaign, or any other person who directly or indirectly controls or is controlled by the above named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in the Raffle.
-  The Promoter reserves the right to conduct a security verification check in respect of any Participants at its absolute discretion.
-  A prize winner may be required to sign a declaration confirming his or her eligibility to accept the Prize.
-  The Promoter reserves the right to request proof of identity and proof of residency from any prize winner. Proof of identity includes but is not limited to a valid driver's licence, identity document, passport and/or bank account details.

## 8 PROMOTIONS AND USE OF INFORMATION

By participating in the Competition, Participants consent to:

-  the use of their name, image and likeness in any footage created by the Promoter as a result of the Participant's participation in the Campaign or the Raffle; and
-  attending prizegivings and other promotions in respect of the Campaign, where requested by the Promoter (and at the Promoter's cost).

Participants in the Competition agree that the Promoter may retain the Participant(s) personal information in order to conduct and administer the Campaign and for future promotions carried out by the Promoter.

A request to access, update or to remove any information should be directed to the Promoter at the address set out above.