

MARRIOTT BONVOY & ORLANDO PIRATES COMPETITION RULES

28 FEBRUARY – 6 MARCH 2024

1. Introduction

- 1.1. This promotional competition ("**Competition**") is run by Luxury Hotels International South Africa (Pty) Ltd ("**Promoter**") and is open to all persons over the age of 18 years resident in Gauteng (South Africa), except for (a) the directors, members, partners, agents, consultants or employees of the Promoter and their immediate families, (b) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter in respect of this Competition, or (c) directors, members, partners, agents, consultants or employees of the Promoter's advertising and promotion agencies, associated companies and staff.
- 1.2. The rules set out in this document constitute the rules which will govern the Competition ("**Competition Rules**").
- 1.3. Participation in the Competition by all entrants ("**Participants**") constitutes and will be deemed acceptance of these Competition Rules.

2. Competition Period

This Competition will run from **5pm SAST on 28 February 2024** until **5pm SAST on 6 March 2024** or until the Promoter provides a public notice that the Competition has ended, whichever is earlier ("**Competition Period**"). Entries will only be accepted during the Competition Period.

3. Competition Entry Process

This Competition will take place on <https://www.sn124.com/soccerladuma> and <https://www.sn124.com/kickoff> ("**Website**"). In order to enter the Competition, a Participant must complete the Competition entry form available on the Website with all requested information and submit it. Entry is only valid through this medium. A Participant can enter the Competition as many times as they wish.

4. Description of the Prize

- 4.1. The prize for this Competition is as follows (the "**Prize**"):
 - 4.1.1. two VIP tickets in the Marriott Bonvoy hospitality box to see the Orlando Pirates v Kaizer Chiefs Derby at the FNB Stadium on 9 March 2024 ("**Match**");
 - 4.1.2. a two night stay for 2 persons sharing a room at Protea Hotel Fire & Ice! Melrose Arch for the nights of 8 and 9 March 2024, in a standard room with breakfast included on 9 and 10 March 2024;
 - 4.1.3. two R650 vouchers for dinner on each of 8 and 9 March 2024 (with a total of 4 vouchers) to be redeemed at the Protea Hotel Fire & Ice! Melrose Arch;
 - 4.1.4. shuttle bus transport to and from the FNB Stadium on 9 March 2024;
 - 4.1.5. a hotel parking voucher if required.
- 4.2. There are a total of three Prizes available to be won during the Competition Period.
- 4.3. The winners of each Prize will be permitted to bring one guest to attend the Match and to stay at the Protea Hotel Fire & Ice! Melrose Arch as described above (the "**Additional Attendee**"). In order to receive the Prize, each winner shall (and shall ensure that his/her Additional Attendee shall) sign and submit an indemnity form to the Promoter, which will be provided by the Promoter.
- 4.4. The Prizes exclude all items, costs and expenses not expressly set out above such as: (i) travel to and from the Protea Hotel Fire & Ice! Melrose Arch (save as contemplated in Competition Rule 4.1.4), which shall be for the winners' own account; (ii) room service, laundry facilities, incidentals and mini bar contents, which shall be for the winners' own account.
- 4.5. Use of Prizes may be subject to additional terms and conditions, including in respect of transport as well as accommodation.

4.6. The Promoter will send the Prizes to the winners electronically.

4.7. No Prize, in whole or in part, can be transferred to any other person or exchanged for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.

5. Winner Selection and Notification

5.1. The winners will be selected by a random draw process. The draw will take place on or before 7 March 2024 and will consist of all valid entries received during the Competition Period.

5.2. The winners will be selected by a judge appointed on behalf of the Promoter who will consider all valid entries provided during the Competition Period and decide, in his/her sole discretion who the winner will be. The judge's decision is final and no correspondence will be entered into.

5.3. The winners will be notified by the Promoter or its nominated agent via telephone, email and, or SMS on or before 8 March 2024. If the Promoter is unable to contact a winner within 24 hours of the draw, he/she will be disqualified and a substitute winner may at the discretion of the Promoter be selected, using the same winner selection process.

6. Winner Verification

6.1. The Prizes will only be awarded after successful verification of a winner. Failing successful verification of any winner, a substitute winner may be selected at the discretion of the Promoter.

6.2. The Promoter reserves the right to carry out audits in respect of any winner to verify their eligibility and/or the validity of the winner's entry. The Promoter may disqualify any winner if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of entries or otherwise falsifying data. All entries, participants or Additional Attendees determined by the Promoter or their agents to be invalid or ineligible will forfeit all rights to any Prize and will not be compensated in any way.

7. Prize Forfeiture

7.1. A winner must communicate his/her and his/her Additional Attendee's full details to the Promoter or its agent as requested by the Promoter or its agent. Failure to do so may result in forfeiture of the Prize.

7.2. If a winner is unable to attend, receive or utilise (as applicable) the Prize then the entire Prize shall be forfeited. There will be no compensation, in any form, including, but not limited to monetary compensation and/or rescheduling, to any party, irrespective of the reason/s for the inability of that winner to attend, receive or utilise (as applicable) the Prize.

7.3. Time permitting and subject to the Promoter's approval, where a Prize is forfeited a substitute winner may be chosen in the same manner as the original winner was chosen.

8. General

8.1. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.

8.2. The timelines stated by the Promoter or its agent must be adhered to. Failing adherence to any timeline, at any stage, may result in disqualification and forfeiture of the Prize in its entirety with no compensation to any party by the Promoter.

8.3. Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to (and shall ensure that his/her Additional Attendees (as applicable) consent to):

8.3.1. the Promoter processing the Participant's and/or Additional Attendee's (as applicable) personal information, including in the form of names, telephone numbers, identity numbers and/or email addresses, during and after the course and scope of the Competition;
and

8.3.2. the Promoter transferring the winning Participant's and/or Additional Attendee's (as applicable) personal information, including names, telephone numbers, identity numbers and/or email addresses, to the relevant third parties in order to make any required travel, delivery or other arrangements, as may be applicable, during the course and scope of the Competition for utilisation of a Prize,

which processing and transfer shall take place in accordance with the provisions of the Protection of Personal Information Act 14 of 2013 ("POPIA") and any other applicable law, and for the purpose of giving effect to the Competition.

8.4. With the exception of Competition Rule 8.3 above, the Promoter will not share any personal information with any third party except where such disclosure is necessary to enable the Promoter to provide, deliver or in any other way give effect to these Competition Rules and/or a Prize, where such disclosure is permitted by law and/or where consent to sharing personal information is obtained from the relevant Participant by the Promoter. The Promoter will comply with the relevant data protection legislation, including POPIA.

8.5. A Participant and/or a winner's Additional Attendee may submit a request neo.masole@ogilvy.co.za for the Promoter to:

8.5.1. correct or delete personal information about the Participant and/or an Additional Attendee (as applicable) in the Promoter's possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully;
or

8.5.2. destroy or delete a record of personal information about the Participant and/or an Additional Attendee (as applicable) that the Promoter is no longer authorised to retain.

8.6. The Promoter may make media announcements containing, or otherwise publish, the names and/or photographs of a winner and/or his/her Additional Attendee without remuneration being payable to a winner, provided that the Promoter will not do so if a winner communicates in writing to the Promoter that he/she does not want his or her names or photographs to be contained in media announcements or otherwise published.

8.7. Should the Prize not be available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute the Prize with another of equal value as determined in the Promoter's sole discretion and subject to availability. No person will be compensated in any way in this instance by the Promoter.

8.8. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winner and/or her Additional Attendee which are not expressly contemplated as part of the Prize.

8.9. These Competition Rules may be amended by the Promoter on public notice at any time during the Competition Period or thereafter. These Competition Rules will be interpreted by the Promoter only.

8.10. The Promoter reserves the right to alter, amend or cancel this Competition in whole or in part. Any alterations, amendments or cancellations will be interpreted by the Promoter only. In the event of an alteration, amendment and/or cancellation the Promoter will not compensate any individual for any reason whatsoever.

8.11. Each Participant represents, warrants and undertakes that it shall not nor shall any entry:

8.11.1. disparage the Competition, the Promoter or any member of the Promoter's group in any way;

8.11.2. violate a third party's rights, including intellectual property rights;

8.11.3. harass, bully or unlawfully discriminate against Promoter personnel or third parties;

8.11.4. make false or misleading statements;

8.11.5. contain content which is inappropriate, indecent, hateful or defamatory;

8.11.6. promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;

8.11.7. breach any applicable law.

8.12. The Promoter may immediately disqualify any entry and remove any content which it determines contravenes or may contravene these Competition Rules (including paragraph 8.11 above). Each Participant indemnifies and holds harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and of its associated companies, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising out of his/her participation in any way in this Competition or his/her (and/or his/her Additional Attendee's (as applicable)) receipt, participation, ownership and/or use of a Prize. This indemnity is not intended to exclude any liability for any person which cannot be excluded under the Consumer Protection Act 68 of 2008.

8.13. A winner shall procure the compliance by his/her Additional Attendee of these Competition Rules in relation to the receipt, use and/or redemption, and/or benefitting by an Additional Attendee from, a Prize, and hereby indemnifies the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and of its associated companies, against any and all losses, whether direct, indirect, consequential or otherwise arising out of a claim or threatened claim by an Additional Attendee in relation to this Competition.

8.14. The Promoter shall not be responsible for any lost, damaged, corrupted, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending an entry will not be accepted as proof of receipt of such entry. The Promoter shall not be responsible for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted. The Promoter is not responsible for lost, damaged or delayed entries as a result of any network, computer or cell phone hardware or software failure of any kind. No entry from an agent, third party, organized group or entry automatically generated by computer will be valid or accepted. An entry will only be valid and accepted if it complies with all entry instructions and requirements. Any form of network or systems manipulation, including but not limited to Botnets, Sim Farms, Trojans, SMS malware may not be used when entering the Competition.

8.15. By participating in the Competition, each Participant gives the Promoter consent to: (i) market its products and campaigns to the Participant; (ii) conduct market research using personal information of the Participant which may be shared with third parties to enable the Promoter to develop appropriate marketing strategies in respect of its customers; and (iii) use the personal information and other details provided by the Participant during the Competition entry process for the purposes of facilitation of the Competition. A Participant may decline to provide or retract his/her consent by opting out via the opt out mechanism provided on the communications of the Promoter.

8.16. These Competition Rules and any non-contractual rights or obligations arising out of or in relation to them, shall be governed by and construed in accordance with the laws of the Republic of South Africa and the parties irrevocably submit to the exclusive jurisdiction of the courts of South Africa for any dispute arising in connection with the Competition Rules or the Competition.

8.17. These Competition Rules are also available on <https://www.sn124.com/soccerladuma> and <https://www.sn124.com/kickoff> .