

# Deeghuys Lucky Draw Competition from September 2019 – on going

## Applicable to All Deeghuys Franchise Stores

### Terms and Conditions

#### 1. Introduction

- 1.1. Participation in this Competition is governed by these terms and conditions (the “**Rules**”).
- 1.2. Participants are encouraged to review the Rules before entering into the Competition and acknowledge that they have been given an appropriate opportunity to do so and that they understand and accept these Rules.
- 1.3. This competition is operated by Deeghuys Holdings (Pty) Ltd.
- 1.4. Participation in the Competition constitutes acceptance of these Rules and Participants agree to abide by these Rules.

#### 2. By participating in this Competition, Participants agree to the rules set out below.

This Competition is limited to legal residents and/or legal citizens of the Republic of South Africa. In addition, the following people shall not be eligible to participate in this Competition:

- 2.1 Directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoters.
- 2.2. Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified above.
- 2.3. People who are not legal residents and/or legal citizens of the Republic of South Africa.
- 2.4. Persons under the age of 18 years.
- 2.5 The Competition will run nationally from Monday 2 September until Monday 30 September 2019. Deeghuys Holdings (Pty) Ltd. holds the right to confirm if the Lucky draw competition will be extended onwards on a Monthly basis.
- 2.6 In the case that the Competition continuous on a Monthly basis, a participant can only win once in a 3 month period and any entry from the winning participant within that time period will be discarded.
- 2.7 There will be one overall winner at the end of the month and entries from all Deeghuys will be considered and added to the Lucky Draw. The winner will be chosen randomly by an independent consultant and the winner will be contacted directly by Deeghuys Head Office via the contact details provided. The winner will be announced a week after the 30<sup>th</sup> of September to allow time to get all the entries from all the Deeghuys.

The winner will also be announced on the Main Deeghuys FB page and Instagram, as well as on the FB page of each store, with ‘n photograph of the winning participant holding the prize. Applicable to all social media platforms.

### 3. **Mechanics**

To participate in this Competition, Participants must adhere to the following:

- Shop in a Deeghuys Store
- Spend R500 or more to be automatically entered into the Lucky Draw
- The participants name and surname, contact number and email address must be written on the back of the till slip kept by the Deeghuys Store.
- The Deeghuys store must ensure the participant's details are captured onto an excel spread sheet along with the total amount spent. This must be sent to Deeghuys Head office on the 2<sup>nd</sup> of October. Deeghuys Head Office will provide the Excel Spread Sheet.

Participants may enter the competition multiple times during the promotional period, subject to the following conditions:

- All entries from disqualified participants will be rejected;
- If they have won with Deeghuys within the 3 month waiting period

### 4. **The Prizes & Draws:**

Prizes for this Competition are the following:

4.1 The prize is a Meat and Deeghuys Product Hamper with a 500ml Olive oil and Balsamic vinegar Valued at R2000.

The prize exclude:

- Wines
- Gratuities;
- Meals or products other than specified;

### 5. General

- Deeghuys Head Office will randomly draw a winner at the end of the month, the decision is final, and no correspondence will be entered into.
- The prize is not transferable, and no substitution or cash redemption of prizes is permitted. The prize will not be handed/ awarded to a third party, but only to the verified prize winner.
- The prize can be redeemed immediately, but take in consideration that specific products will need to be ordered and a lead time of 1 week is requested.
- The Promoters reserve the right, at their sole discretion, to substitute the prizes with any other prizes of comparable or greater commercial value for whatever reason.
- By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoters and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.
- Product images depicting the prizes are for illustrative purposes only and may differ from the actual prizes.
- By entering this Competition you authorise the Promoters to collect, store and use (not share) personal information of Participants for communication or statistical purposes.

- Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and Deeghuys's privacy policy.
- Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants shall at all times be entitled to decline the above request. Participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the Promoters.
- Deeghuys Holdings (Pty) Ltd. Reserve the right to photograph the Lucky Draw winner, which can be used for all social and online media and overall promotion.
- Nothing in these Rules is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoters in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- All Participants participate entirely at their own risk. By reading and accepting these Rules, the Participants give consent to these risks and hereby indemnifies and holds harmless the Promoters, 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 of the Promoters.
- The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participants, or accept any liability for: (a) any inability by the Participant to use the prize in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the prize; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the prize.
- The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.
- The Promoters reserve the right to terminate or extend the Competition at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Promotion and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers and nominated agents.
- By entering the Competition, Participants acknowledge that the Competition will be managed in accordance with the provisions of the CPA. Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate 'handing over' the prize to the Participant. Should any Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have forfeited the prize.
- Notwithstanding anything to the contrary contained in these Rules, the Promoters reserve the right to amend, modify, change, postpone suspend or

cancel this Competition, the Rules and any prize (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters deem necessary. At the end of the Competition for whatsoever reason, all of the Promoters' obligations in regard to the Competition as well as in regard to the prizes shall cease to exist.

- For Further information or enquiries please email to [competitions@deeghuys.co.za](mailto:competitions@deeghuys.co.za)