

Terms and conditions for the Sephaku Cement "Load Up and Win" Retailer Incentive Competition (the "Competition")

- 1 This Competition is promoted by Dangote Cement South Africa Proprietary Limited, registration number 2004/034277/07, duly incorporated in the Republic of South Africa, trading as "Sephaku Cement" (the "**Promoter**"), as part of its national retail campaign.
- 2 The Promoter intends to run a competition (referred to as the "**Main Competition**") whereby the end users of Sephaku Cement products, namely the consumers of such cement products, shall be entered into a monthly draw to win one of five R20,000.00 hardware vouchers, during the competition period of 1 February 2018 to 30 May 2018, to be redeemed at the store from which they purchased the bags of Sephaku Cement ("**Monthly Prize**") and to be entered into a main draw to stand a chance to win a Toyota Hilux Single Cab 2.0 VVTI 5MT ("**Grand Prize**") at the end of such period,

(The Monthly Prize and the Grand Prize, collectively referred to as "**the Main Competition Prizes**"), the terms and conditions of which have been annexed hereto as annexure "**A**".
- 3 By agreeing to act as a participating retail store in the Main Competition and thus being entered into this Competition, as contemplated in paragraph 10, participating retailers ("**Participants**") agree to be bound by these terms and conditions, including the Competition rules set out herein (the "**Terms and Conditions**"), in addition to any obligations set out in the terms and conditions in respect of the Main Competition that may be applicable to them, any terms which have been included in any promotional or marketing material, including but not limited to any information on brochures, our website, sent by way of email or included on our packaging of products, relating to the Competition (the "**Promotional Material**"). If there is any conflict between these Terms and Conditions and the terms set out in such Promotional Material, these Terms and Conditions shall prevail to the extent of such conflict.
- 4 The Terms and Conditions are made available on the website www.loadupwin.co.za.
- 5 **Subject to paragraph 6, this Competition is open to all retailers operating in South Africa that are direct customers of the Promoter, ("**Direct Retailer**") except for the following persons: (i) A director, member, partner, employee or agent of, or consultant to the Promoter, or any other person who directly or indirectly controls or is controlled by the Promoter; (ii) a supplier of goods or services in connection with this Competition; (iii) the spouses, life partners, business partners or immediate family members of the parties referred to in (i) and (ii).**
- 6 In the event that a retail store that does not buy Sephaku Cement products directly from the Promoter but from a Direct Retailer (referred to as a "**Third Party Retailer**") wishes to act as a participating retailer in the Main Competition, such third party retailer would have to enter into a separate agreement with the Direct Retailer whereby such Third Party Retailer shall be entitled to act as a participating retailer in the Main Competition ("**Third Party Agreement**"). This is because the Promoter does not have any direct relationships with Third Party Retailers. **The Promoter shall not be a party to and shall have no involvement in the conclusion of the Third Party Agreement. Furthermore, the Third Party Retailer shall not be able to participate in this Competition and thus shall not be entered into the lucky draw**

referred to in paragraph 9.1, with their involvement being limited to them acting as a participating retailer in the Main Competition.

7 The Competition commences on 1 February 2018 and closes on 30 May 2018 (referred to as the "**Competition Period**").

8 Each monthly draw for the Retail Prize (discussed under paragraph 9.1) will be based on the Entry Confirmations (referred to in paragraphs 10.1 and 10.2) received and accepted by the Promoter by the last day of the month to which that particular monthly draw relates, provided that it is submitted during the Competition Period and provided that the monthly draw in respect of the month of May 2018 shall only be in respect of all those Entry Confirmations which have been received by the 10th business day prior to the end of the Competition Period.

9 **The Prize**

9.1 Participants shall be entered into a monthly draw whereby they shall stand a chance to win one of five x 2 pallets of Sephaku 32,5N Cement available to be won for each month of the Competition Period ("**Retail Prize**").

9.2 The Retail Prize cannot be exchanged for cash.

9.3 **The winner of the Retail Prize shall be solely responsible for any ancillary costs including any tax liabilities as may be applicable and any personal or incidental expenses incurred in claiming or using the Retail Prize shall be the sole responsibility of the winner thereof.**

9.4 **To the maximum extent permitted in law, the Promoter shall not be held liable for any defect in respect of any of the Retail Prizes.**

9.5 The Promoter shall be entitled, in its sole discretion, to replace any of the Retail Prizes or any aspect thereof with other prizes of a similar commercial value.

9.6 The Promoter shall be entitled to require the winner of any Retail Prize to prove that they were eligible to enter into the Competition as contemplated in paragraph 5. If a winner is found to be ineligible, the Promoter shall be entitled to have another draw carried out so as to determine a new winner of such Retail Prize and to require an ineligible winner to return any Retail Prize that may have already been rewarded.

9.7 Images of the Retail Prizes contained in any Promotional Material may differ to the actual Retail Prizes.

10 **How to enter the Competition:**

10.1 In order to enter the Competition a Participant would have to, subject to paragraph 10.2, confirm their acceptance to act as a participating retailer in respect of the Main Competition by responding in the affirmative, via email, ("**Entry Confirmation**"), to the invitation to act as such, which invitation shall be or has been emailed to them from the webpage address info@loadupwin.co.za by the Promoter, provided that such Entry Confirmation is provided at least 10 business days before the end of the Competition Period (*Participants will require access to the internet, the cost of which*

shall be the normal fee paid by the Participant when using the internet, in order to enter the Competition).

- 10.2 In the event that a Participant is informed about the Competition by its appointed sales representative ("**Sales Representative**"), with whom such Participant ordinarily liaises with in respect of its business dealings with the Promoter, then such Participant shall be entitled to enter into the Competition by sending an email confirmation to such Sales Representative (*to the email address normally used by such Participant in contacting the Sales Representative during its business dealings, or such other email address as may be provided to it by the Sales Representative upon having been informed by such Sales Representative about the Competition*) informing them that they wish to enter the Competition and thus become a participating retailer in respect of the Main Competition. The Sales Representative shall then **notify** the Promoter that such Participant wishes to enter into the Competition, which notification shall be deemed to be an **Entry Confirmation**, provided that such notification occurs at least 10 business days before the end of the Competition Period. The Promoter shall then enter the relevant details of the Participant onto its electronic system in respect of the Competition. **The responsibility shall remain with the Participant to ensure that (i) the email address to which it sends through its email confirmation is in fact the correct email address of such Sales Representative and (ii) that the relevant Sales Representative has in fact notified the Promoter as aforesaid. Any such failure on the part of such Sales Representative in notifying the Promoter as aforesaid shall result in the Participant not being entered into the Competition and the Promoter shall not be held liable in any way whatsoever in respect thereof.**
- 10.3 Upon having submitted an Entry Confirmation as contemplated in paragraphs 10.1 and 10.2, a Participant shall be considered a participating retailer in the Main Competition and their Entry Confirmation shall automatically be entered into the monthly draw referred to in paragraph 9.1. Such Participant shall only be considered a participating retailer in respect of the Main Competition for the period commencing on the date on which they submit their Entry Confirmation until the last day of the Competition Period, during which period, such participating retailer may receive further communications from the Promoter in respect of the running of the Main Competition. Unsuccessful entries shall not receive any notification from the Promoter.
- 10.4 Each Participant shall only gain one entry into the Competition and shall not be entitled to enter more than once.
- 10.5 In the event that a Participant wins a Retail Prize, such Participant shall not be eligible to be entered into the draw for any further Retail Prize.
- 10.6 The Promoter shall be entitled to verify the validity of any of the entries which have been submitted.
- 10.7 **If any Entry Confirmations are submitted incorrectly or by persons not entitled to enter into the Competition or if any Participants engaged in any fraud or misconduct in relation to any aspect of this Competition, then such entries shall be disqualified from the Competition and the Promoter shall not**

be required to notify such Participants that their entries have been disqualified.

10.8 The Promoter may refuse to award any of the Retail Prizes to any Participant if any of the Terms and Conditions were not adhered to or in the case of any fraud, misconduct or irregularities on the part of such Participant.

10.9 The Promoter shall not be held liable for any technical issues/failures, faulty or unavailable network connections, network disruptions or failures, software or hardware failures, loss of any Entry Confirmations and/or inaccessibility to the Competition webpage for any reason whatsoever, which may affect the entry of a Participant into the Competition. The Promoter shall not be held responsible for any illegible, incomplete, lost, damaged or unreadable Entry Confirmations.

11 Determination of the winners and the results

11.1 The monthly draw for each month during the Competition Period ("**Draw Month**") will take place on 7th of the next month (provided that if the 7th is not a business day, it shall take place on the very next business day) in respect of all Entry Confirmations that were received by last day of the Draw Month, provided that the last monthly draw shall take place at the end of June 2018 in respect of those entries received by the 10th business day prior to the end of the Competition Period.

11.2 The draw shall be conducted using an approved electronic draw system whereby a random winner shall be drawn from the pool of Entry Confirmations received and shall be overseen by a registered auditor.

11.3 A total of 5 random winners shall be drawn at each monthly draw.

11.4 The Promoter and/or its agents shall notify the winners of each monthly draw telephonically, during business hours (08h00-17h00) within 7 business days of each particular monthly draw date, on the Participant's contact number which the Promoter currently has on record in respect of such Participant, as part of its customer information records ("**Customer Information Records**"), provided that if any of the contact details previously provided by a Participant to the Promoter during their business dealings with each other (and which has thus been entered into the Promoter's Customer Information Records) has since changed, then the responsibility shall remain with the particular Participant to timeously and upon entering the Competition inform the Promoter of any such changes. In the event that the Promoter and/or its agents are unable to contact a winner, it shall make a further 3 attempts at contacting the winner, which shall consist of 2 telephone calls and 1 email, on the contact number and email address recorded in the Customer Information Records, over a period of 2 business days from the date of the first attempt, with any lack of response resulting in such winner forfeiting the Retail Prize and another winner will be selected in accordance with paragraph 11.2. For the avoidance of doubt, it is hereby recorded that in the event that a winner does forfeit a prize, such winner shall still be required to continue to act as a participating retailer in respect of the Main Competition.

- 12 All risks and ownership in respect of the Retail Prizes shall pass to the winner(s) thereof upon delivery and/or transfer of such Retail Prize to such winner at which point any obligations of the Promoter in respect of the Retail Prize shall terminate.
- 13 The Promoter shall be responsible for the costs of delivery of the Retail Prizes to the premises of the Participant's retail store, the address of which shall be as recorded in the Customer Information Records, the exact date and time of which shall be at the sole discretion of the Promoter, provided that such delivery shall occur within 3 weeks of a winner having been notified that they have won a Retail Prize.
- 14 The details regarding the delivery of the Retail Prizes to the premises of a Participant's retail store shall be communicated by the Promoter to each winner separately upon them being notified that they have won the particular Retail Prize, which notification will either be by way of email to the email address (as per the Customer Information Records) of the winner or by way of a telephone call on the contact number (as per the Customer Information Records) of the winner. If a winner is not available on the date and time set for delivery, the winner must communicate same to the Promoter at least 8 days prior to the date set for delivery, in which case, an alternative date and time shall be set for delivery of the Retail Prize. If the winner is not available to accept receipt of delivery of the Retail Prize on such alternative date then the Promoter shall communicate to the winner one more alternate date and time for the delivery of the Retail Prize and any failure on the part of the winner to accept receipt of delivery of the Retail Prize on such date and time shall **result in such winner forfeiting the Prize and a new winner shall be selected.**
- 15 Winners will be required to sign an acknowledgement of receipt of the Retail Prizes upon accepting delivery of same.
- 16 The Promoter shall be entitled to photograph and identify the winners of the Retail Prizes and publish same in any printed media or any other media, including to publish the names and photographs of the winners on the Promoter's facebook page (accessed on www.sephakucement.co.za, www.loadupwin.co.za and www.facebook.com/sephaku/) and/or to require such winners to appear on radio and television for any marketing and promotional purposes and/or to partake in any other publicity campaigns of the Promoter (for no remuneration). **Provided that in the event that the Consumer Protection Act No 68 of 2008 applies to such winner, the winner shall have a right to decline any such request to use their image in any marketing material and/or to participate in any marketing activities.**
- 17 **Obligations of the Participants in respect of the Main Competition**
 - 17.1 Participants shall be required to act as participating retailers throughout the Competition Period in respect of the Main Competition and shall continue to abide by any obligations that may arise and/or continue post the Competition Period in respect of the Main Competition such as their obligations to ensure that vouchers in respect of the Monthly Prize are redeemable at their stores in the event that a customer from their store wins same and any obligations they may have in respect of the delivery of any of the Main Competition Prizes, where applicable.

- 17.2 If the Promoter requires a Participant to make provision for written entry forms and entry form boxes to be placed at its premises, the Promoter shall contact the Participant to make the necessary arrangements in respect of same and the Participants hereby agree to comply with the reasonable instructions of the Promoter in respect of such entry form boxes and written entry forms.
- 17.3 The Promoter shall provide the Participant with all relevant details in respect of the winner of a Main Competition Prize, in the event that such winner is a customer of the Participant.
- 17.4 If a customer of a Participant wins a Monthly Prize, the Promoter shall contact the Participant informing them that a customer from their store has won a Monthly Prize and shall, within 2 days from the date on which the winner has been drawn, credit the account which such Participant has with the Promoter in the amount of R20,000.00.
- 17.5 The Participant shall provide the winner of such Monthly Prize with a non-monetary voucher to the value of R20,000.00 which shall be redeemable at the Participant's retail store, which voucher shall be honoured on presentation thereof by the winner until its value has been depleted, through the purchase of any goods from such store by the winner. Upon claiming a Monthly Prize, a winner will be required to display their original till slip pursuant to which they entered the Main Competition as well as a valid South African identity book.
- 17.6 Where applicable, the details in respect of the delivery of the Main Competition Prizes shall be communicated by the Promoter to the relevant Participant.
- 17.7 In the event that a winner of the Grand Prize is a customer of a Participant, the Promoter shall contact the Participant telephonically within 2 days from the date on which the winner has been drawn and shall provide the Participant with the relevant details of such winner. If the Grand Prize is to be delivered to the premises of the relevant Participant, the Promoter shall make further contact with the Participant to confirm the details in respect of the delivery of the Grand Prize to the premises of the relevant Participant, from which premises the winner shall collect the Grand Prize at the date and time provided, as contemplated in the terms and conditions to the Main Competition. The winner shall be required to display their original till slip pursuant to which they entered the Main Competition as well as a valid South African identity book in order to claim the Prize.
- 17.8 Winners shall be required to complete and sign an acknowledgement of receipt of delivery form upon taking receipt of a Main Competition Prize, the template of which shall be provided by the Promoter to the Participant. The original signed acknowledgement of receipt of delivery form shall be collected by the Promoter from the Participant.
- 17.9 Where applicable, the Promoter shall be responsible for the costs of delivery of the Main Competition Prizes to the premises of the relevant Participants.
- 17.10 **In the event that a Direct Retailer enters into a Third Party Agreement as contemplated in paragraph 6-**

- 17.10.1 a customer of the Third Party Retailer shall include the details of the Direct Retailer on the entry form upon entering the Main Competition, which details must be provided by the relevant Third Party Retailer to the customer upon such customer having purchased the bags of Sephaku Cement;
- 17.10.2 if a winner of a Monthly Prize is a customer of such Third Party Retailer, the Promoter shall make contact with the Direct Retailer and credit the account which such Participant has with the Promoter in the amount of R20,000.00. It shall then remain the responsibility of the Direct Retailer to, as may be agreed between the Third Party Retailer and the Direct Retailer, either transfer an amount of R20,000.00 into the bank account of the Third Party Retailer or credit the account which such Third Party Retailer may have with the Direct Retailer in the amount of R20,000.00. The Third Party Retailer shall provide the winner of such Monthly Prize with a non-monetary voucher to the value of R20,000.00 which shall be redeemable at the Third Party Retailer's store, which voucher shall be honoured on presentation thereof by the winner until its value has been depleted through the purchase of any goods from such store by the winner. Upon first claiming a Monthly Prize, a winner will be required to display their original till slip pursuant to which they entered the Main Competition as well a valid South African identity book;
- 17.10.3 if a winner of a Grand Prize is a customer of such Third Party Retailer, and if, in accordance with the terms and conditions of the Main Competition, the Grand Prize is required to be delivered to the premises of the Direct Retailer of such Third Party Retailer, the Promoter shall make contact with the Direct Retailer in respect of arranging delivery of the Grand Prize to the premises of the Direct Retailer, from which premises the winner thereof shall (subject to having received communication in respect thereof directly from the Promoter) arrange for collection of the Grand Prize, or where the Grand Prize is to be delivered to the premises of the Third Party Retailer, the Promoter shall contact the Direct Retailer to obtain the relevant details of such Third Party Retailer so as to ensure that the Promoter is able to ensure delivery of the Grand Prize directly to the premises of such Third Party Retailer, from which premises the winner thereof shall (subject to having received communication in respect thereof directly from the Promoter) arrange for collection of the Grand Prize. The winner will be required to display their original till slip pursuant to which they entered the Main Competition as well a valid South African identity book in order to claim any Prize;
- 17.10.4 the Promoter shall be responsible for the costs of delivery of the Main Competition Prizes as aforesaid;
- 17.10.5 the Direct Retailer shall be required to effectively reflect the terms as contemplated in paragraphs 17.10.1 to 17.10.4 in such Third Party Agreement; and
- 17.10.6 the Direct Retailer shall be held liable for any failure on the part of the Third Party Retailer to ensure that a winner of a Monthly Prize, who is a customer of such Third Party Retailer, acquires and is able to redeem such Monthly Prize.

- 18 The Promoter shall be entitled to collect and process the information provided by the Participants, upon entering into the Competition, including any information from the Participants in respect of their customers that have entered into the Main Competition in order to carry out the Competition and the Main Competition and such information may be shared by the Promoter, to the extent deemed necessary, with any of its agents, consultants, employees, contractors and advertising agencies, in order to ensure notification and delivery of the relevant Retail Prizes and Main Competition Prizes thereto.
- 19 The Promoter shall be entitled, in the event of any unforeseen circumstances or for any reason beyond its control or if it is required by any regulatory provision or applicable law, to amend, change, cancel or suspend the Competition and/or the Main Competition in whole or in part. The Promoter, its associated companies, employees, directors, affiliates, agents, contractors, advertising agencies, suppliers and/or sponsors ("**Promotion Parties**") shall not be held liable for any direct or indirect loss, injury, damage, expense, financial or other loss or any other claims whatsoever arising as a result of any such amendment, change, cancellation or suspension of the Competition in whole or in part, save where such damage, cost, injuries, and losses are sustained as a result of the gross negligence or wilful misconduct of the Promotion Parties.
- 20 The Participants hereby agree and acknowledge that the cancellation of the Main Competition shall result in the cancellation of this Competition.
- 21 The Promoters decision in respect of all matters relating to this Competition are final and no correspondence shall be entered into.
- 22 The Promotion Parties shall not be held liable for and the Participants and winners hereby indemnify all such Promotion Parties against any direct or indirect loss, injury, damage, expense, financial or other loss or any other claims whatsoever arising from the participation of any Participant in any way in the Competition or from their use of any of the Retail Prizes, howsoever arising, save where such damage, cost, injuries, and losses are sustained as a result of the gross negligence or wilful misconduct of the Promotion Parties.
- 23 These Terms and Conditions are governed by the laws of the Republic of South Africa.
- 24 Any queries in respect of this Competition and/or the Main Competition can be emailed to queries@loadupwin.co.za.

Annexure A

MAIN COMPETITION (END-USER) TERMS AND CONDITIONS

Terms and conditions for the Sephaku Cement "Load Up and Win" End User Competition (the "Competition")

1. This Competition is promoted by Dangote Cement South Africa Proprietary Limited, registration number 2004/034277/07, duly incorporated in the Republic of South Africa, trading as "Sephaku Cement" (the "**Promoter**"), as part of its national retail campaign.
2. By entering this Competition, participants agree to be bound by these terms and conditions, including the Competition rules set out herein (the "**Terms and Conditions**"), in addition to any terms which have been included in any promotional or marketing material, including but not limited to any information on brochures, our website, sent by way of email or included on our packaging of products, relating to the Competition (the "**Promotional Material**"). If there is any conflict between these Terms and Conditions and the terms set out in such Promotional Material, these Terms and Conditions shall prevail to the extent of such conflict.
3. The Terms and Conditions are made available on the website www.loadupwin.co.za.
4. Subject to paragraph 5, this Competition is open to all South African citizens and permanent residents of South Africa who are 18 years or older, who are currently residing in South Africa and are in possession of a valid South African identity book except for the following persons: (i) A director, member, partner, employee or agent of, or consultant to the Promoter, or any other person who directly or indirectly controls or is controlled by the Promoter; (ii) a supplier of goods or services in connection with this Competition; (iii) the spouses, life partners, business partners or immediate family members of the parties referred to in (i) and (ii); and (iv) direct or indirect retailers of cement products, it being recorded that this Competition is only open to end users of the Sephaku Cement products, namely the consumers of such cement products and not the retailers thereof.
5. By entering this Competition, participants hereby agree that in the event that a participant who wins the Grand Prize (discussed under paragraph 7.a) does not hold a valid driver's licence, it is the sole responsibility of such winner to obtain a valid driver's licence in accordance with the relevant laws of the Republic of South Africa prior to the use of the Grand Prize. The Promoter accepts no responsibility for the actions of the winner in this regard.
6. **Closing dates**
 - a. The Competition commences on 1 February 2018 and closes on 30 May 2018 (referred to as the "**Competition Period**"), after which no further entries will be accepted.
 - b. The draw for the Grand Prize (discussed under paragraph 7.a) will be based on all of the entries that have been received during the entire Competition Period.

- c. Each monthly draw for the Monthly Prize (discussed under paragraph 7.a) will be based on the entries received by the last day of the month to which that particular monthly draw relates, provided that it is submitted during the Competition Period.

7. The Prize

- a. Participants shall be entered into the monthly draw whereby they shall stand a chance to win one of five R20,000.00 hardware vouchers available to be won for each month of the Competition Period ("**Monthly Prize**") and to be entered into the main draw, which shall take place at the end of the Competition Period, to stand a chance to win a Toyota Hilux Single Cab 2.0 VVTI 5MT ("**Grand Prize**"),

(the Monthly Prize and the Grand Prize, collectively referred to as "**the Prizes**").

- b. The Monthly Prize shall only be redeemable at the participating retail store from which the participant purchased the bags of Sephaku Cement referred to in paragraph 10.1 and it shall entitle the winner thereof to purchase any products (in stock at the store at the time of redemption) from such store up to the collective value of R20,000.00 for all such products.
- c. The Monthly Prize shall be honoured on presentation thereof until its value has been depleted.
- d. The Prizes cannot be exchanged for cash.
- e. The Grand Prize may not be exchanged for any other vehicle model.
- f. The Grand Prize shall not include any additional accessories and the colour of the Grand Prize shall be at the sole discretion of the Promoter.
- g. **The winner of the Prize(s) shall be solely responsible for any ancillary costs including any tax liabilities as may be applicable and any personal or incidental expenses incurred in claiming or using the Prize(s) shall be the sole responsibility of the winner thereof.**
- h. The Grand Prize does not include any supply of fuel, any ongoing maintenance and repair costs or expenses, and it shall not include any insurance on the vehicle, each of which shall be the sole responsibility of the winner thereof.
- i. **The Promoter shall not be held liable for any defect in respect of the Grand Prize or any defect in any of the products purchased using the Monthly Prizes.**
- j. The Promoter shall be entitled, in its sole discretion, to replace any of the Prizes or any aspect thereof with other prizes of a similar commercial value.



- k. To claim either of the Prizes, the winners thereof must produce their original till slip(s) pursuant to which they have purchased the bags of Sephaku Cement (discussed in paragraph 10.1 and 8.d below) and a valid South African identity book.
- l. The Promoter shall be entitled to require the winner of any Prize to prove that they were eligible to enter into the Competition as contemplated in paragraph 5. If a winner is found to be ineligible, the Promoter shall be entitled to have another draw carried out so as to determine a new winner of such Prize and to require an ineligible winner to return any Prize that may have already been awarded.
- m. Images of the Prizes contained in any Promotional Material may differ to the actual Prizes.

8. How to enter the Competition:

- a. In order to enter the Competition, a participant must purchase **at least 3 bags of any type of Sephaku Cement during the Competition Period** from, subject to paragraph b and c, any of the participating retail stores who are direct customers of and have an account with the Promoter ("**Direct Retailer**") provided that each such purchase of the 3 bags of Sephaku Cement occurs at the same time and is reflected on a single till slip.
- b. If a participant purchases the bags of Sephaku Cement, as contemplated in clause 10.1, from a retail store that does not buy Sephaku Cement products directly from the Promoter but from a Direct Retailer (referred to as a "**Third Party Retailer**"), then such participant shall only be entitled to gain entry into the Competition if such Third Party Retailer and its Direct Retailer have entered into a separate agreement to this effect (referred to as a "**Third Party Agreement**"). This is because the Promoter does not have any direct relationships with Third Party Retailers. The Promoter shall not be a party to and it shall have no involvement in the conclusion of the Third Party Agreement. Furthermore, participants would be required to include the details of the Direct Retailer, the details of which should be requested from the relevant Third Party Retailer upon purchasing the bags of Sephaku Cement, on the entry form.
- c. It shall remain the responsibility of the participant to confirm that the Third Party Retailer store from which it purchases its bags of Sephaku Cement has in fact entered into a Third Party Agreement with its Direct Retailer and to obtain the name of the Direct Retailer for purposes of completing the participant's entry form correctly. The participant hereby acknowledges and agrees that the Promoter shall not be held liable for any misrepresentation that may be made by a Direct Retailer and/or Third Party Retailer in this regard. The Promoter shall not be liable for any damages, expense, financial or other loss or any other claims whatsoever that may arise as a result of the dealings

between the participant and the Third Party Retailer and/or the Direct Retailer.

- d. Participants must **upload a clear image of their till slip**, indicating that they have purchased at least 3 bags of any type of Sephaku Cement to the webpage www.loadupwin.co.za and they **must complete the entry form** included on such webpage before the end of the Competition Period (*participants will require access to the internet, the cost of which shall be the normal fee paid by the participant when using the internet, in order to upload their till slips*) **provided that**, if a participating retail store has a **Sephaku marked entry form box** situated at its premises, a participant who purchased its bags of Sephaku Cement from such store may obtain an entry form in store, complete all of the required details on such form and place the completed entry form into the entry form box situated at such store (the till slip shall remain with the participant).
- e. Participants are required to keep their original till slips in a safe place as this must be produced as proof of purchase in order to redeem any of the Prizes if won.
- f. Participants can enter the Competition as many times as they wish to, provided that a participant shall gain **one entry into the Competition for every 3 bags** of any type of Sephaku Cement purchased from any of the participating retail stores, as contemplated in paragraph 10.1, during the Competition Period, provided that each such purchase of the 3 bags occurs at the same time and is reflected on a single till slip. Each purchase of 3 bags of any type of Sephaku Cement will equal to only one entry into the Competition and the same till slip cannot be used to gain more than one entry into the Competition.
- g. If a participant wins a Monthly Prize, such participant shall not be eligible to be entered into the draw for any further Monthly Prize, however, they shall remain eligible to be entered into the draw for the Grand Prize.
- h. The Promoter shall be entitled to verify the validity of any of the entries which have been submitted.
- i. **If any images of till slips, in the case of the internet uploads are not clear and/or if any of the entry forms submitted are not completed in full, are unclear, illegible, submitted incorrectly or by persons not entitled to enter into the Competition or if any participants engaged in any fraud or misconduct in relation to any aspect of this Competition, then such entries shall be disqualified from the Competition and the Promoter shall not be required to notify such participants that their entries have been disqualified.**
- j. The Promoter may refuse to award any of the Prizes to any participant if any of the Terms and Conditions were not adhered to or in the case of any fraud, misconduct or irregularities on the part of such participant.

- k. The Promoter shall not be held liable for any technical issues/failures, faulty or unavailable network connections, network disruptions or failures, software or hardware failures, loss of any written entries and/or online entries on the webpage and/or inaccessibility to the webpage for any reason whatsoever, which may affect the entry of a participant into the Competition. The Promoter shall not be held responsible for any illegible, incomplete, lost, damaged or unreadable entries.

9. Determination of the winners and the results

- a. Winners of the Monthly Prizes shall be determined as follows-
- i. The monthly draw for each month during the Competition Period ("**Draw Month**") will take place on the 7th of the next month (provided that if the 7th is not a business day, it shall take place on the very next business day) in respect of all entries that were received by last day of the Draw Month. The last monthly draw shall take place at the end of June 2018 in respect of those entries received by the end of the Competition Period.
 - ii. The draw shall be conducted using an approved electronic draw system whereby a random winner shall be drawn from the pool of entries received and shall be overseen by a registered auditor.
 - iii. A total of 5 random winners shall be drawn at each monthly draw.
 - iv. Within 7 business days of each particular monthly draw date, the Promoter and/or its agents shall notify the winners of each monthly draw telephonically, during business hours (08h00-17h00) on the contact number provided by the participant upon entering the Competition. In the event that the Promoter and/or its agents are unable to contact a winner, it shall make a further 4 attempts at contacting the winner, which shall consist of 2 telephone calls and 2 SMS's, on the contact number provided by the participant, over a period of 2 business days from the date of the first attempt, with any lack of response resulting in such winner forfeiting the monthly prize (such winner shall still remain eligible for being entered into the draw for the Grand Prize) and another winner will be selected in accordance with paragraph 11.2.
- b. The winner of the Grand Prize shall be determined as follows-
- i. The draw for the Grand Prize shall take place at the end of June 2018.
 - ii. The draw shall be conducted using an approved electronic draw system whereby a random winner shall be drawn from the entire pool of entries that have been received throughout the Competition Period, irrespective of whether any participant already won a Monthly

Prize, and shall be overseen by a registered auditor. Only ONE winner shall be drawn from the pool of entries for the Grand Prize.

- iii. Within 7 business days of the Grand Prize draw date, the Promoter and/or its agents shall notify the winner of the Grand Prize telephonically, during business hours (08h00-17h00) on the contact number provided by the participant upon entering the Competition. In the event that the Promoter and/or its agents are unable to contact the winner, it shall make a further 4 attempts at contacting the winner, which shall consist of 2 telephone calls and 2 SMS's, on the contact number provided by the participant, over a period of 2 business days from the date of the first attempt, with any lack of response resulting in such winner forfeiting the Grand Prize and another winner will be selected in accordance with paragraph ii.
10. All risks and ownership in respect of a Prize shall pass to the winner thereof upon delivery and/or transfer of such Prize to such winner, at which point any obligations of the Promoter in respect of the Competition and/or Prize shall terminate.
11. The Promoter shall be responsible for the costs of delivery of the Prizes. The Prizes shall, subject to paragraph 12, at the sole discretion of the Promoter, be delivered to either (i) the premises of the participating retail store from which the winner(s) purchased the bags of Sephaku Cement referred to in paragraph 10.1 or (ii) the address provided by such winner(s) on its entry form upon entering into the Competition, the exact date and time of which shall also be at the sole discretion of the Promoter, provided that such delivery shall occur within 3 weeks of a winner having been notified that they have won a Prize.
12. If the winner purchased its bags of Sephaku Cement from a Third Party Retailer, the Prize shall, at the sole discretion of the Promoter, be delivered by the Promoter to either (i) the address provided by such winner(s) on its entry form upon entering into the Competition or (ii) such other location as may be agreed to between the Promoter and the winner of such Prize upon the winner having been notified that such winner has won the Prize, which location may include, amongst others, the premises of the Direct Retailer of such Third Party Retailer or the premises of the Third Party Retailer.
13. The details regarding the exact location at which the Prizes shall be delivered ("**Delivery Location**") as well as any other details regarding the delivery of the Prizes, including the date and time thereof, as contemplated in paragraphs 11 and 12, shall be communicated to each winner separately upon them being notified that they have won the particular Prize. Notification sent via SMS by the Promoter to the winner on the cell phone number provided shall be deemed sufficient notification that the winner should collect the prize from the Delivery Location or be available to take delivery of the Prize at the Delivery Location, as the case may be.
14. If a winner is not available on the date and time set for delivery, the winner must communicate same to the Promoter at least 8 days prior to the date set for delivery, in which case, an alternative date and time shall be set for delivery of the Prize. If the winner is not available to accept receipt of delivery of the Prize on such alternative date, then such winner shall be solely responsible to ensure collection of the Prize

from the relevant participating retail store on the date and time provided by the Promoter to the winner via SMS on the contact number provided, which date shall be within 21 days from such alternative date, and any failure by the winner to then collect the Prize shall **result in such winner forfeiting the Prize and a new winner shall be selected.**

15. Winners will be required to sign an acknowledgement of receipt of the Prizes upon delivery of same.
16. The Promoter shall be entitled to photograph and identify the winners of the Prizes and publish same in any printed media or any other media, including to publish the names and photographs of the winners on the Promoter's facebook page (accessed on www.sephakucement.co.za, www.loadupwin.co.za and www.facebook.com/sephaku/) and/or to require such winners to appear on radio and television for any marketing and promotional purposes and/or to partake in any other publicity campaigns of the Promoter (for no remuneration). **The winners shall, however, have a right to decline any such request to use their image in any marketing material and/or to participate in any marketing activities.**
17. The Promoter shall be entitled to collect and process the information provided by the participants upon entering into the Competition in order to carry out the Competition and such information may be shared by the Promoter, to the extent deemed necessary, with any of its agents, consultants, employees, contractors, advertising agencies, and the participating retailer from whom the winners purchased their bags of Sephaku Cement, in order to ensure notification and delivery of the relevant Prizes thereto.
18. **The Promoter shall be entitled, in the event of any unforeseen circumstances or for any reason beyond its control or if it is required by any regulatory provision or applicable law, to amend, change, cancel or suspend the Competition in whole or in part. The Promoter, its associated companies, employees, directors, affiliates, agents, contractors, advertising agencies, suppliers and/or sponsors ("Promotion Parties") shall not be held liable for any direct or indirect loss, injury, damage, expense, financial or other loss or any other claims whatsoever arising as a result of any such amendment, change, cancellation or suspension of the Competition in whole or in part, save where such damage, cost, injuries, and losses are sustained as a result of the gross negligence or wilful misconduct of the Promotion Parties.**
19. **The Promoters decision in respect of all matters relating to this Competition are final and no correspondence shall be entered into.**
20. **The Promotion Parties shall not be held liable for and the participants and winners hereby indemnify all such Promotion Parties against any direct or indirect loss, injury, damage, expense, financial or other loss or any other claims whatsoever arising from the participation of any participant in any way in the Competition or from their use of any of the Prizes, howsoever arising, save where such damage, cost, injuries, and losses are sustained as a result of the gross negligence or wilful misconduct of the Promotion Parties.**



21. These Terms and Conditions are governed by the laws of the Republic of South Africa.
22. Any queries in respect of this Competition can be emailed to queries@loadupwin.co.za.