

Optimizer Top Dog Competition

("Competition").

TERMS AND CONDITIONS

The promoter is RCL Group Services (Pty) Ltd and Lumico (Pty) Ltd, which is contracted to promote this Competition (collectively "the Promoter").

Any person entering or participating in this Competition ("Participant") accepts and agrees that by entering this Competition they have had an opportunity to read and consider these Terms and Conditions and that they are bound by these Terms and Conditions.

1. What is the Prize

1.1. Participants stand a chance of winning:

1.1.1. R100 000 (one hundred thousand rand) in cash, plus an exclusive training day with Springbok legend, Bakkies Botha, and customised kit

("Prize").

1.2. The Prize is not transferrable and may not be exchanged for cash or any other items. The Promoter reserves the right to substitute the Prize/s with any other prize of comparable commercial value.

2. Who can participate

2.1. Any South African school rugby team or any club rugby team registered with SARU (South Africa Rugby Union) or any club rugby team registered with the official provincial bodies ("Team") may participate in this Competition

2.2. No director, member, partner, employee or agent of, or consultant to the Promoter, any person who directly or indirectly controls or is controlled by the Promoter or any supplier of goods or services in connection with the Promotion, or the spouses, life partners, business partners or immediate family members of any of the aforesaid persons may enter this Competition and/or be a part of a Team that enters this Competition.

3. How to Participate

3.1. To enter this Competition, Participants must:

3.1.1. on Facebook:

3.1.1.1. like the Optimizer Facebook page;

3.1.1.2. share a video showcasing your Team's best rugby skills or team spirit as a post (not a story) on Facebook (the Team doesn't need to have a Facebook account and a Team member can post it on behalf of the Team if needed);

3.1.1.3. use the hashtag #OptimizerTopDogs;

3.1.1.4. tag Optimizer in the post; and

3.1.1.5. where applicable, tag the team members and/or coach of the Team in the post; or

3.1.2. on Instagram:

3.1.2.1. Follow the Optimizer Instagram page;

- 3.1.2.2. from a public Instagram account, share a video showcasing their Team's best rugby skills or team spirit as a post (not a story) on Instagram (the Team doesn't need to have an Instagram account and a Team member can post it on behalf of the team if needed);
 - 3.1.2.3. use the hashtag #OptimizerTopDogs;
 - 3.1.2.4. tag Optimizer in the post; and
 - 3.1.2.5. where applicable, tag the team members and/or coach of the Team in the post; or
 - 3.1.3. on TikTok:
 - 3.1.3.1. share a public video showcasing their Team's best rugby skills or team spirit as a post (not a story) on TikTok (the Team doesn't need to have an TikTok account and a Team member can post it on behalf of the team if needed);
 - 3.1.3.2. use the hashtag #OptimizerTopDogs; and
 - 3.1.3.3. where applicable, tag the team members and/or coach of the Team in the post; or
 - 3.1.4. through the Competition website:
 - 3.1.4.1. visit the Competition website at www.optimizer.co.za
 - 3.1.4.2. click on "Enter now on Facebook", "Enter now on Instagram", or "Enter now on Tik Tok" buttons; and
 - 3.1.4.3. follow the instructions.
 - 3.2. All Participants under the age of 18 will be required to provide written consent from a parent or guardian to participate in this Competition.
 - 3.3. Multiple entries are permitted across Facebook, Instagram and Tik Tok. Entries will not be accumulated across the various platforms. The winning post will be the one single post on any platform with the most likes regardless of the number of posts.
 - 3.4. Entries which are unclear, illegible or contain errors will be declared invalid.
 - 3.5. The Promoter shall not be responsible for any lost, damaged or delayed entries for any reason whatsoever, and proof of sending will not be accepted as proof of receipt by the Promoter. The Promoter is not liable for any technical failures affecting the participation and/or Prize redemption process of this Competition.**
 - 3.6. In the event that entry into this Competition is contingent on the Participant/Team entering any website or social media page or application, each Participant/Team hereby acknowledges that any and all costs associated with the required internet connection will not constitute a cost of entering into this Competition and shall be borne solely by the Participant/Team.
- #### 4. Personal Information
- 4.1. By entering this Competition each Participant/Team consents to the collection, use, storage, disclosure, processing and further processing of his/her/its personal information (the Participant's/Team's name, ID number, cell phone number, address, personal preferences, and other personal information the Participant/Team provides when entering and participating in this Competition) by the Promoter.

- 4.2. The purposes for processing personal information is to: (i) conduct this Competition; (ii) facilitate the Participant's/Team's participation in the Competition; (iii) communicate with the Participant/Team and send direct marketing communication on Optimizor and similar products via Facebook, Instagram and/or Tik Tok and (iv) for market and product research.
- 4.3. Should the Participant/Team object to the processing of his/her/its personal information and/or receipt of direct marketing, the Participant/Team should send an email to optimizor@lumico.co.za.
- 4.4. By posting any content, images, or comments on any of the Promoter's public and/or social media platforms, each Participant/Team consents to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.**

5. Indemnity

- 5.1. By entering this Competition, each Participant/Team unconditionally and irrevocably indemnifies and holds harmless the Promoter, as well as its holding company, its subsidiaries and any subsidiaries of its holding company, and their successors and assigns, directors, employees, agents or consultants against all and any losses, claims, proceeding, actions, damages, (direct, consequential or otherwise) liability, demands, expenses, legal costs (on an attorney and own client basis) howsoever arising out of, based upon, or in connection with (directly or indirectly) the Participant's/Team's participation in the Competition and the Prize/s.**

6. Duration

- 6.1. This Competition runs from 6 September 2023 and closes at 23:59 on 28 October 2023 ("Closing Date"). Any entries received after the Closing Date will not be considered.
- 6.2. The Promoter reserves the right to reasonably extend, shorten, suspend the time period of this Competition or terminate the Competition for technical, commercial, and/or operational reasons, or for reasons beyond its control. **This Competition, Prize and Terms and Conditions may be reasonably amended by the Promoter, at any time during the Competition. In such event, all Participants and Teams waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they shall have no recourse against the Promoter whatsoever.**

7. Results

- 7.1. The provisional winning Team will be selected by judges' determination within 5 (five) working days (being Monday to Friday) of the Closing Date.
- 7.2. The Team whose video receives the most likes on any one social media platform between 1 September 2023 and 23:59 on 28 October 2023 will be selected as the provisional winner.
- 7.3. The judges' decision will be final and binding and no correspondence will be entered into.
- 7.4. The Team selected as the provisional winner(s) of the Prize will be notified via the social media platform on which the video was posted within 5 (five) working days of the date on which the provisional winner(s) is determined. In the event that the provisional winner(s) cannot be successfully contacted or fails to respond to the Promoter within this time, the Promoter reserves the right to select another Team(s) in substitution. The names of the winning Team(s) and the Participants in such Team(s) will be published on the Optimizor website (optimizordogfood.co.za) and will be announced on Optimizor's Facebook, Instagram and TikTok pages.
- 7.5. All Participants under the age of 18, will be required to provide written consent from a parent or guardian to participate in this Competition. If the required consent is not provided

to the Promoter timeously, the Promoter reserves the right to select another Team(s) in substitution.

- 7.6. The Promoter will require the provisional winning Team(s) and/or winning Team(s) and each Participant in the provisional winning and/or winning Team(s) to:
 - 7.6.1. provide their names, identity numbers and, where applicable, parental consent, to enable to Promoter to verify the entry;
 - 7.6.2. sign an acknowledgment of receipt of the Prize, and indemnity; and
 - 7.6.3. where the entry includes the submission of any work eligible for copyright in terms of the Copyright Act No. 98 of 1978, as amended conclude an agreement of assignment whereby any rights which the winning Team(s) and all Participants in the winning Team(s) may have in respect of such works are transferred to the Promoter.
- 7.7. Should the provisional winning Team(s) and/or any of the Participants in such Team(s) refuse to comply with this rule for any reason then the provisional winning Team(s) and all Participants in such Team(s) shall be deemed to have rejected the Prize, and it shall revert to the Promoter.
- 7.8. The winning Team(s) and each Participant in such Team(s) may be requested to attend the draw and announcement of the winner, to take part in the Promoter's publicity campaigns or to allow their names and likenesses to be used by the Promoter for promotional purposes. The winning Team(s) and each Participant in such Team(s) is, however, entitled to decline such request.
- 7.9. Where a winning Team(s) and each Participant in such Team(s) consents to take part in the Promoter's publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

8. Disputes

- 8.1. Should any dispute arise in relation to these Terms and Conditions, the Promoter's decision will be final, and no correspondence shall be entered into.
- 8.2. For more information or a copy of these Terms and Conditions, please visit optimizordogfood.co.za. Any Competition related queries may be directed to optimizor@lumico.co.za from Monday to Friday, 8:30am to 5:00pm.