

## **OUTGOING TOUR COMPETITION**

**("Competition").**

### **TERMS AND CONDITIONS**

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

Any persons entering or participating in this Competition ("Participant") accept and agree 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. A Participant stands a chance of winning an 8kg bag of Optimizor Premium Chicken and Rice dog food, to the value of R295.00 (two hundred and ninety five Rand) ("Prize").
- 1.2. The Prize includes delivery, and the winner will be required to provide the Promoter with a valid daytime delivery address to enable delivery.
- 1.3. 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 with any other prize of comparable commercial value.

#### **2. Who can participate**

- 2.1. Any person in South Africa who is 18 (eighteen) years or older may participate in this Competition, provided he/she:
  - 2.1.1. is in possession of a valid South African identity document, passport or document of proof of South African residency; and
  - 2.1.2. has not won an Optimizor related competition in the past 3 (three) months.
- 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 may enter this Competition.

#### **3. How to Participate**

- 3.1. To enter this Competition, Participants must:
  - 3.1.1. On Facebook:
    - 3.1.1.1. visit the Optimizor Facebook page at:  
<https://www.facebook.com/OptimizorDogFoodZA>;
    - 3.1.1.2. follow the Optimizor Facebook page;
    - 3.1.1.3. watch out for the Competition post;

3.1.1.4. in the comment section of the Competition post, comment who you think the Man of the Match in the Springboks vs Wales rugby game on 23 November 2024 will be.

3.1.2. On Instagram:

3.1.2.1. visit the Optimizor Instagram page at [https://www.instagram.com/optimizordogfood?utm\\_source=ig\\_web\\_button\\_share\\_sheet&igsh=ZDNIZDc0MzIxNw==;](https://www.instagram.com/optimizordogfood?utm_source=ig_web_button_share_sheet&igsh=ZDNIZDc0MzIxNw==;)

3.1.2.2. follow the Optimizor Instagram page;

3.1.2.3. watch out for the Competition post;

3.1.2.4. in the comment section of the Competition post, comment who you think the Man of the Match in the Springboks vs Wales rugby game on 23 November 2024 will be; and

3.1.2.5. ensure that your Instagram account is set to public.

or

3.1.2.6. visit the Optimizor Instagram page at [https://www.instagram.com/optimizordogfood?utm\\_source=ig\\_web\\_button\\_share\\_sheet&igsh=ZDNIZDc0MzIxNw==;](https://www.instagram.com/optimizordogfood?utm_source=ig_web_button_share_sheet&igsh=ZDNIZDc0MzIxNw==;)

3.1.2.7. follow the Optimizor Instagram page;

3.1.2.8. navigate to the 'Games & Giveaways' highlight on the Optimizor Instagram page;

3.1.2.9. watch out for the Competition story highlight;

3.1.2.10. use the sticker in the Competition story highlight to add your vote for who you think the Man of the Match in the Springboks vs Wales rugby game on 23 November 2024 will be; and

3.1.2.11. ensure that your Instagram account is set to public.

3.2. A Participant may only enter once.

3.3. A Participant's entries may be restricted if it is believed that their entries are excessive and any future entries and the entrant's profile may be blocked until investigated.

3.4. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.

3.5. The Promoter reserves the right to disqualify any entry if any act of fraud or dishonesty is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

3.6. Entries which are unclear, illegible or contain errors will be declared invalid.

3.7. **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.**

3.8. In the event that entry into this Competition is contingent on the Participant entering any website or social media page or application, the Participant 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.

#### **4. Personal Information**

4.1. By entering this Competition, the Participant consents to the collection, use, storage, disclosure, processing and further processing of their personal information (the Participant's name, ID number, cellphone number, address, personal preferences, and other personal information the Participant 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 participation in the Competition; (iii) communicate with the Participant and send direct marketing on Optimizor Dog Food and similar products via Instagram and/or Facebook; and for market and product research.

4.3. Should the Participant object to the processing of his/her personal information and/or receipt of direct marketing, the Participant should send an email to [optimizor@lumico.co.za](mailto: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, a Participant 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**

**By entering this Competition, the Participant 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 any and all 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 participation in the Competition and the Prize.**

#### **6. Duration**

6.1. This Competition runs from 21 November 2024 and closes at 23:59pm on 22 November 2024. ("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 the 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 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. Prior to the selection of the provisional winner(s), entries will be shortlisted by judges' determination.
- 7.2. The judges shall consider, in making their determination, whether Participants have guessed the correct Man of the Match.
- 7.3. The judges' decision, if applicable under clause 7.1 above, will be final and binding and no correspondence will be entered into.
- 7.4. The provisional winner(s) will be selected by a random draw from the shortlisted entries, within 5 (five) working days of the Closing Date.
- 7.5. In the event that no entries meet the criteria set out in clause 7.2 above, the provisional winner(s) will be selected by a random draw from all valid entries received.
- 7.6. The Participants selected as the provisional winner(s) of the Prizes will be notified via Facebook and/or Instagram within 5 (five) working days of the date on which the provisional winner(s) are 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 Participant in substitution. The names of the winner may be published on the Promoter's website [www.optimizordogfood.co.za](http://www.optimizordogfood.co.za) and/or social media page.
- 7.7. The Promoter will require the provisional winner(s) and/or winner to:
  - 7.7.1. provide their name and identity number, to enable the Promoter to verify the entry;
  - 7.7.2. sign an acknowledgment of receipt of the Prize;
  - 7.7.3. 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 winner may have in respect of such works are transferred to the Promoter; and
  - 7.7.4. provide a valid daytime delivery address to enable delivery of the Prize.
- 7.8. Should the provisional winner(s) refuse to comply with this rule for any reason then the provisional winner(s) shall be deemed to have rejected the Prize, and it shall revert to the Promoter.
- 7.9. The Promoter reserves the right to announce the name of the winner publicly. The winner may be requested to attend the draw and to take part in the Promoter's publicity campaigns or to allow their photo and likenesses to be used by the Promoter for promotional purposes. The winner is, however, entitled to decline such request.

- 7.10. Where a winner 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. General**

- 8.1. The Promoter reserves the right to delete any information uploaded by a Participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
- 8.2. Participants warrant that they have the full rights to the images and/or stories and/or videos and/or till slips that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.

## **9. Disputes**

- 9.1. Should any dispute arise in relation to these Terms and Conditions, the Promoter's decision will be final and no correspondence will be entered into.
- 9.2. For more information or a copy of these Terms and Conditions, please visit [www.optimizordogfood.co.za](http://www.optimizordogfood.co.za). Any Competition related queries may be directed to [optimizor@lumico.co.za](mailto:optimizor@lumico.co.za)