

Optimizor URC Competition 3 - March

("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 1 (one) of 4 (four) Optimizor hampers containing a plush toy and a mini rugby ball to the value of R320 (three hundred and twenty rand) each ("**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 person in South Africa who is 18 (eighteen) years or older may participate in this Competition provided he/she is in possession of a valid South African identity document, passport or documentary proof of South African residency; and 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. watch out for the Competition post; and

- 3.1.1.3. in the comment section guess which South African team will score the most points in the weekend games of:

- 3.1.1.3.1. Lions vs Cardiff on 21 March 2025;

- 3.1.1.3.2. Sharks vs Zebre Parma on 22 March 2025;

3.1.1.3.3. Bulls vs Leinster on 22 March 2025; and

3.1.1.3.4. Stormers vs Dragons on 22 March 2025 and

3.1.2. On Instagram:

3.1.2.1. visit the Optimizor Instagram page at:
<https://www.instagram.com/optimizordogfood/> ;

3.1.2.2. watch out for the Competition post; and

3.1.2.3. in the comment section guess which South African team will score the most points in the weekend games of:

3.1.2.3.1. Lions vs Cardiff on 21 March 2025;

3.1.2.3.2. Sharks vs Zebre Parma on 22 March 2025;

3.1.2.3.3. Bulls vs Leinster on 22 March 2025; and

3.1.2.3.4. Stormers vs Dragons on 22 March 2025.

3.2. Participants may only enter once.

3.3. Participants are only eligible to win once for the duration of the Competition.

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. The Promoter may block Participants from winning a Prize or submitting further entries in any of the Promoter's present or future competitions if fraud or code manipulation is suspected.

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

3.8. 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.

3.9. 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 his/her 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 purpose for processing the 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 communication on Optimizor and similar products via Instagram and/or Facebook; and (iv) 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
- 4.4. **By posting any content, images, or comments on any of the Promoter's public and/or social media platform, 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 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 participation in the Competition and the Prize/s.

6. Duration

- 6.1. This Competition runs from 20 March 2025 and closes at 23:59pm on 20 March 2025 ("**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 waive any rights that they may have or 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 winner(s) will be selected by a random draw, within 5 (five) working

days of the Closing Date.

- 7.2. The Participant(s) selected as the provisional winner(s) of the Prize(s) will be notified via Facebook and/or Instagram within 5 (five) working days of the date on which the provisional winner(s) is determined. The Promoter will attempt to contact the provisional winner(s) as follows:
 - 7.2.1. where the provisional winner(s) has, in their participation in the Competition, provided a cell phone number, the Promoter will attempt to phone the provisional winner(s) 3 (three) times a day for 2 (two) working days calculated from the day on which the Promoter has made initial contact with the provisional winner(s); or
 - 7.2.2. where the provisional winner(s) has participated in the Competition via social media, the Promoter will make contact with the provisional winner(s) via the Competition post, requesting that the provisional winner(s) contact the Promoter via direct message within 2 (two) working days calculated from the day on which the Promoter has made initial contact with the provisional winner(s); or
 - 7.2.3. where the provisional winner(s) has, in their participation in the Competition, provided an e-mail address, the Promoter will attempt to e-mail the provisional winner(s) once a day for 2 (two) working days calculated from the day on which the Promoter has made initial contact with the provisional winner(s).
- 7.3. In the event that the provisional winner(s) cannot be contacted in accordance with clause 7.2 above, or their relevant details cannot be verified during this period, the Prize will be deemed to be forfeited and the Promoter reserves the right to select another Participant in substitution.
- 7.4. The names of the winners may be published on the Promotor's website and/or social media page.
- 7.5. The Promotor will require the provisional winner(s) and/or winner(s) to:
 - 7.5.1. provide their name and identity number to enable the Promoter to verify the entry or provide a copy of documentary proof of South African residency (e.g work or study Visa);
 - 7.5.2. sign an acknowledgment of receipt of the Prize; and
 - 7.5.3. 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,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.
- 7.6. The Promoter reserves the right to announce the name(s) 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.

- 7.7. 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. Prizes will only be awarded after the winner verification is successfully completed by the Promoter. Failing successful verification, the winner will be disqualified, and a back-up winner may be drawn at the discretion of the Promoter.
- 8.2. The details of the Prize, including but not limited to the colour, style, et cetera will be entirely at the Promoter's discretion.
- 8.3. 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.
- 8.4. 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.
- 8.5. Participants agree that by participating in this Competition, they grant permission to the Promoter to take images and/or videos of their participation in this Competition, in any and all media for promotional/marketing purposes with no consideration payable to the Participants.
- 8.6. Prizes can only be delivered to addresses within South Africa. If a winner resides outside of South Africa, the winner will have to nominate an address and contact person within South Africa to receive the award on his/her behalf. The winner will be responsible for exporting the Prize across the border. The South African address provided cannot be a courier depot.
- 8.7. For social media competitions, Participants must ensure that their social media accounts are set to public. For the purposes of these Terms and Conditions "social media" shall include Facebook, Instagram, TikTok and any other social media platform.

9. Disputes

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