

## **7.AM CAR PROMOTIONAL COMPETITION TERMS AND CONDITIONS**

In order to promote 7.AM's video on demand service, Marble Gold 322 (Pty) Ltd ("**the Promoter**"), is conducting this promotional competition ("**the competition**").

By entering the competition, you agree to be bound by these terms and conditions:

### **1. Who may enter**

You must be at least 18 years of age or have your guardians' consent to enter the competition.

### **2. Who may not enter**

Directors, members, partners, employees, agents, contractors and consultants of the Promoter and any other person who directly or indirectly controls or is controlled by the Promoter, as well as any person who supplies goods or services in connection with the competition, and all of the aforementioned persons' immediate families and life partners may not enter the competition and shall not be eligible to be awarded any prizes in the competition.

### **3. Competition period**

The competition starts on 11 March 2021 and closes at midnight on 31 January 2023, however to the fullest extent permitted by the law, the duration of the competition may be extended or curtailed at the discretion of the Promoter.

### **4. How to enter**

- 4.1 Visit [www.movies.7.am](http://www.movies.7.am) and enter the USSD number shown.
- 4.2 You will receive a reply confirming your entry into the competition and be given the option to enter again.

### **5. Charges to enter**

- 5.1 Each entry will cost you R1.50. USSD 20c/20sec. There are no further charges for participating in the competition.
- 5.2 You may enter as many times per day as you want, but there will be no carryover of entries into the following day's draw.

### **6. Draws and Prizes**

- 6.1 Each valid daily entry will be automatically entered into a random daily draw from which one person will be selected each day ("**the daily qualifiers**").
- 6.2 At the end of the competition all the daily qualifiers will be entered into a further final draw ("**the final draw**") from which the first person randomly drawn from the pool of daily qualifiers will be the winner of the Jeep Renegade ("**the Prize**").
- 6.3 All entries will go into the same daily draw and there will be only one winner of the Prize regardless of which publication was the source of the entry and/or whether the source of the entry was from [www.movies.7.am](http://www.movies.7.am) or any other marketing or promotional material.
- 6.4 The competition and all random draws will be overseen by the Promoter's independent auditors Kaplin and Kaplin.

### **7. Notification of daily qualifiers and winner**

- 7.1 The Promoter will use its reasonable efforts to contact the daily qualifiers telephonically, by calling the number that was used to enter the competition.

- 7.2 If the Promoter is unable to contact a daily qualifier after reasonable efforts to do so as set out above, then that person's right to be entered into the final draw and stand a chance of winning the Prize will be deemed to have been waived, and the Promoter may then randomly draw another daily qualifier from the pool of that days entrants.
- 7.3 The daily qualifiers will be notified of the date and time of the final draw.
- 7.4 Once the final draw has taken place the Promoter will use its reasonable efforts to contact the winner telephonically, by calling the number that was used to enter the competition.
- 7.5 If the Promoter is unable to contact the winner after reasonable efforts to do so as set out above, then that person's right to win the Prize will be deemed to have been waived, and the Promoter may then randomly draw another winner from the pool of remaining daily qualifiers.
- 7.6 At the end of each month of the competition, the names of the 30 daily qualifiers will be published on [www.movies.7.am](http://www.movies.7.am).
- 7.7 As soon as reasonably possible after the competition closes, the name of the winner will be published on [www.movies.7.am](http://www.movies.7.am).
- 7.8 With his/her permission, the image of the winner may also be published on [www.movies.7.am](http://www.movies.7.am).

## **8. General**

- 8.1 The Prize will be awarded to the person that entered the competition and who is in lawful possession of the SIM card that was used to enter the competition and the winner will be required to identify him or herself by presenting such SIM card and a valid form of identification, (or by such other reasonable means as determined by the Promoter), before the Prize can be redeemed. Winners will also have to comply with any other reasonable validation procedures as may be reasonably required by the Promoter in order to claim the Prize.
- 8.2 If any winner is under the age of 18 years of age at the time the Prize is awarded to him/her, then the Prize will be awarded to his/her legal guardian, who will be required to retain the Prize for the benefit of the winner and will be required to complete all and any necessary documents or agreements in connection with.
- 8.3 The Promoter reserves their right to substitute the Prize with another prize of similar commercial value.
- 8.4 Delivery of the Prize to the winner will occur on such date and at such place as determined by the Promoter in its discretion. The Promoter is not liable for any costs incurred by a winner in claiming or utilizing the Prize.
- 8.5 All risk in and ownership to the Prize shall pass to the winner on delivery thereof.
- 8.6 At the end of the competition all of the Promoter's obligations in regard to the competition as well as in regard to the Prize shall terminate.
- 8.7 If the winner is in arrears in regard to any debt due and owing to his or her mobile telecommunication service provider, then delivery of the Prize to such winner shall be withheld until the winner has settled such arrears in full.
- 8.8 In the event of a dispute in regard to any aspect of the competition and/or these terms and conditions, the Promoter's decision will be final and binding and no correspondence may be entered into.
- 8.9 The Promoter is entitled in its entire discretion to reject any entry or participant if it believes there has been any irregular, fraudulent or mala fide conduct by, or

on behalf of, such participant, and will not be obliged to notify participants of entries that are rejected.

- 8.10 The Promoter may refuse to award the Prize if entry procedures or these terms and conditions have not been adhered to or if it detects any irregularities, male fide or fraudulent practices by, or on behalf of, any person claiming the Prize.
- 8.11 The competition is also subject to, and must be read in conjunction with, the Promoter's existing terms and conditions applicable to the use of its products and services.
- 8.12 If the competition is held to be or becomes unlawful or if the Promoter is required by the Minister of Trade and Industry or the National Consumer Commission to alter any aspect of the competition, then to the full extent permitted by law the Promoter reserves the right to suspend or terminate the competition immediately and without notice, in which event all participants agree to waive any rights that they may have in terms of the competition and accept that no recourse will lie against The Promoter.

## **9. Non Liability**

To the full extent permitted by law:

- 9.1 The Promoter is not liable for any technical failures affecting participation in the competition. The Promoter, its associated companies, agents, contractors and any of its personnel involved in this competition, assume no liability whatsoever for any direct or indirect loss or damage, death or injury arising from participation in the competition or from using the prize or for any loss or damage, death or injury howsoever arising.
- 9.2 The Promoter assumes no liability whatsoever for any entry that has been omitted from participation for any reason whatsoever.
- 9.4 The Promoter may in its sole discretion amend these terms and conditions at any time, without notice, and such amendment shall be deemed to have taken effect from the date of publication of the revised terms and condition on the website [www.movies.7.am](http://www.movies.7.am).
- 9.5 The Promoter reserves the right to cancel, suspend or terminate this competition, without notice at any time and no liability shall lie against the Promoter, in favour of any participant or third party arising from such cancellation, suspension or termination.
- 9.6 Prize winners will be notified telephonically within 7 days of end of the competition and the prize will be handed over within 30 days of end of competition or such other and/or later date as may be determined by the judges.