

SuperME

Monthly Airtime Prizes & Samsung Galaxy A25 + 12 months' Airtime Prize Competition Terms and Conditions

NOTE:

A. The following Terms and Conditions contain assumptions of risk and/or liability by you and limit and exclude liabilities, obligations and legal responsibilities which SuperME referred to as the ("Promoter") will have towards you and other persons. These Terms and Conditions also limit and exclude your rights and remedies against the Promoter and place various risks, liabilities, obligations and legal responsibilities on you. These Terms and Conditions may result in you being responsible for paying additional costs and amounts and the Promoter may also have claims and other rights against you.

B. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

C. Please read these terms and conditions carefully. Participation in this offering will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this offering. It is your obligation to review these Terms and Conditions regularly.

SECTION 49 CONSUMER PROTECTION ACT NO 68 OF 2008 NOTICE

1. Campaign:

1.1. SuperME Promotional Competition (the "Promotion "). This Promotion is organised and run exclusively by **SuperME** referred to as the ("**Promoter**") The Promotion provides customers the opportunity to participate in a draw of which customers can win a prize as detailed in these Terms and Conditions.

2. Campaign Period

2.1. The Promotion commences **7 Oct 2024** and will continue until 23:59 on **3 Jan 2025** (the "Promotion Period"). The draw will happen on **16 Jan 2025** and the winners notified thereafter.

3. Who May Enter

3.1. To be eligible to participate, the entrant must:

3.1.1. be a natural person;

3.2. Participation in this Promotion excludes employees, directors, members, partners, consultants and agents of, or any other person who, directly or indirectly controls or is controlled by the Promoter/s or marketing service providers of this Promotion, (and the spouses, life partners, immediate family members or business partners of the people or entities listed above). This means:

3.2.1.the Promoter;

3.2.2.supplier/s of goods and or services in terms of this Promotion; and

3.2.3.promotional partners, printers, advertising and promotional agencies, professional advisors and point of sale staff employed by or contracted to, or providing goods or services of any kind, to all the people or entities listed above during the Promotion Period.

4. How to Enter

4.1. During the Promotion Period, the entrants that meet all of the criteria referred to in clause 3 above must do the following in order to participate:

4.1.1. Subscribe to the SuperMe Service during the promotion period, to enter prize option: **monthly airtime prizes**

4.1.2. Subscribe to the SuperMe Service, and complete 1 topic, during the promotion period to **also qualify for the Samsung Galaxy A25 and 12 months' airtime**

4.1.2.In order to subscribe, the user must follow the process on the MTN Play store, or alternatively follow the prompts in the promotional sms received.

4.1.3.The customer will be liable for the following costs for subscription to the service:

4.1.3.1. R5 per day / R15 per week / R25 per month

4.2. Customers accept that by subscribing to SuperME, their mobile number will be shared with the promotional partner upon subscribing and with the mobisites, that provide the subscription services, upon the Customer's' access to the mobisites.

4.3. Once the qualifying entrant has fulfilled the requirements of clauses 3 and 4.1 above, he or she will be automatically entered into the lucky draw as follows:

4.3.1.Participants must successfully subscribe to the SuperME service and complete 1 topic during the period in clause 2 to enter the draw.

4.3.2.Participants do not need to be active on the day of the draw to enter the draw.

4.4. **Please note:** entry by intelligent devices (e.g. modems, telemetry devices and the like) or machines shall not be permitted for entry and will not be eligible for Prizes.

4.5. The lucky draws shall take place on 16 Jan 2025.

4.6. Winners will be notified telephonically by the Promoter and/or its authorised agents on or as soon as possible after each of the draws respectively.

4.7. Entrants acknowledge and accept that the Promoter shall utilise a third party (the Promoter's authorised agent/s) to contact the entrant, in the event that the entrant is a winner, and arrange delivery of the Prize. In order to affect the contacting and delivery process, the Promoter shall provide the entrant's information to such third party.

4.8. Customers may opt out of the services by dialing *123#

4.9. On opting out, the service will be cancelled immediately.

5. The Prize

5.1. Entrants that fulfil the requirements stated in clause 3 and 4 above, stand a chance to win **monthly share of airtime prizes and/or a Samsung Galaxy A25 with 12 months' airtime with 200mins per month** (referred to as the "Prize").

5.2. Prize shall be delivered by means of a bank transfer/courier/online process – whichever is applicable to the nature of the prize, to the winner after the end of the Promotion Period.

6. General

6.1. The Promoter, its respective directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, subsidiaries and sponsors assume no liability whatsoever for any direct or indirect loss or damage, including but not limited to physical harm or death, howsoever arising from or as a result of an entrant's participation in the Promotion or the entrant's redemption of any Prize in terms of this Promotion, or from any amendments to Prize details and/or the terms and conditions of this Promotion. All entrants (including the winners) hereby expressly indemnify the Promoter in this regard and shall hold it harmless from all and any claims arising from or as a result of the above reasons.

6.2. In so far as it is necessary, required by law or beyond the reasonable control of the Promoter/s, the Promoter/s reserves the right to vary the nature of the Promotion, the Prize, or these terms and conditions upon notice in this regard. In the event that the Prize is limited or varied in this manner, the Promoter/s shall replace the Prize with a prize of a similar economic value.

6.3. With regard to clause 6.2 above, any amended terms and conditions published in any media, or on the website will form part of the terms and conditions of the Promotion, to which terms the entrants agree to be bound.

6.4. Winners shall be contacted via telephone in terms of the contact details supplied by the winner when entering the Competition. Please note that winners shall not be notified by way of SMS. The Promoter/s shall attempt to contact the winner for a period of 10 days after his or her name is drawn as a winner. In the event that the winner is either unreachable (during the time frames stipulated in this clause 6.4) or in the event that the winner rejects, or declines acceptance of the Prize, the Prize shall be subject to a new draw. Further, should contact have been made by the Promoter with the winner after they have won a Prize and the winner is thereafter uncontactable for the purposes of delivery of the prize. The Promoter/s shall attempt to contact the winner for a period of 1 (one) week and if the winner is uncontactable, the Prize will be subject to a new draw.

6.5. The Prize is not transferable and is not exchangeable for another prize.

6.6. The decision of the Promoter in respect of disputes arising out of this Promotion shall be dealt with by the Promoter in terms of these terms and conditions. The decision of the Promoter in this regard shall be final.

6.7. The Promoter/s reserve the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.

6.8. The Promoter/s (including their authorised representatives) reserve the right to investigate any suspected fraudulent, abusive or suspicious behaviour, users and/or accounts, in its sole and absolute discretion, whether during the Promotion Period, at the point of the Prize draws or after the winners have been drawn. The Promoter/s reserve the right, in its sole and absolute discretion, to disqualify such entrants from the Promotion, without notice to the entrant.

6.9. The Promoter/s shall request that winner's consent in writing to their name, image and likeness being used and published by the Promoter/s in connection with this Promotion for a period of 12 (twelve) months after they are announced as winners. Winners may decline the use of their name, likeness and image by the Promoter/s.

6.10. By participating in this Promotion entrants signify their consent to be bound by the terms and conditions contained herein.

6.11. By participating in this Promotion all entrants give their consent to receive various marketing and promotional material from the Promoter/s. Entrants will be provided with an opportunity to "Opt Out" of receiving such communications, which may be via the relevant medium that such marketing communication was received.

6.12. Winners agree that it is an express condition of the Promotion that in order to be eligible to redeem the Prize, the winner shall be required to sign the appropriate acknowledgement of receipt of the Prize, as well as an indemnity and/or waiver of liability as reflected in these terms.