

Capitec Franschhoek Cap Classique and Champagne Festival: Competition terms and conditions

The competition period

The competition will run from 14 October – 15 November 2024 (competition period), and winners will be announced on 18 November 2024.

Prizes

Participants stand to win one of 5 all-expenses-paid trips for 2 to the Capitec Franschhoek Cap Classique Festival. Each of the five prizes includes:

- Double packages to the value of R31 486 each
- 3 nights' accommodation and transport
- Additional activities (Wine tram experience in Franschhoek)
- Double tickets to the Capitec Franschhoek Cap Classique Festival on 30 November 2024

The packages excludes:

- Spending money

How to enter

- Existing credit card clients must spend R500 or more on their Capitec Mastercard credit card during the competition period to stand a chance to win an all-expenses-paid curated trip to the Capitec Franschhoek Cap Classique Festival
- New clients must apply for a Capitec Mastercard credit card and spend R500 or more during the competition period to stand a chance to win an all-expenses-paid curated trip to the Capitec Franschhoek Cap Classique and Champagne Festival
- Qualifying transactions include tapping, inserting, swiping, scanning to pay, or shopping online with your Capitec Mastercard credit card.

Competition terms and conditions

By entering the competition, you agree to the following terms and conditions:

1. The name of the Competition is "Capitec Franschhoek Cap Classique and Champagne Festival Competition" and Capitec is the promoter. The promoter runs this competition with permission from the Franschhoek Cap Classique Festival. Accordingly, the promoter is responsible for the operation of all matters and concerns relating to the competition, not the Franschhoek Cap Classique Festival or any other persons involved in staging the festival
2. The competition will run from 14 October 2024 – until midnight 15 November 2024.
3. The Competition is open to all new or existing Capitec Mastercard credit card clients
 - 3.1 Who are citizens and/or permanent residents of, and living in, the Republic of South Africa ("RSA").
 - 3.2 Who are in possession of a valid RSA identity document, or a valid passport.
 - 3.3 Who are 18 (eighteen) years of age or older.
 - 3.4. Family members of those directly involved in the Competition execution or fulfilment, production, management or marketing of the Competition are not eligible to participate in or enter the competition.
4. Capitec, its affiliates, employees, advertising agencies and suppliers will not be liable for the failure of any technical element relating to the Competition that may result in any entry not being successfully submitted.
5. The winners will be randomly selected by a computer-programmed algorithm on 18 November 2024.
6. The promoters will attempt to contact the Competition winner in order to notify the Competition winner that they won the Competition prize in accordance with these terms. Should the promoter not be able to reach the Competition winner within a period of 3 days from the automated random draw selection process having taken place , same will result in an automatic forfeiture of the Competition prize by the Competition winner and the promoter will exercise its right to select another Competition prize winner.
7. Capitec reserves the right to substitute any prize with another prize of similar commercial value.
8. The Competition prize, awarded to the Competition prize winner will be determined by Capitec, acting in its sole discretion.
9. Your entry and/or participation in the Competition and/or your acceptance of the prize (if you win a prize) constitutes your binding acceptance of the Competition rules.

10. Should any dispute arise in relation to the interpretation of these Competition rules, Capitec's decision shall be final, and no correspondence shall be entered into.
11. You may not win a prize if it is unlawful for us to supply such a prize to you. You must be eligible to win the prize.
12. Any documents, permissions and/or any legal or regulatory requirements that may be required by these rules or any other applicable law in order to accept and use a prize, shall remain your responsibility to obtain and/or observe at your own cost, and which documents and permissions must remain valid in such minimum form required by these rules or any other applicable law.
13. Capitec, its affiliates, employees, advertising agencies and suppliers will not be responsible, and hereby disclaim all liability, for any loss, injury or death, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the Competition or the acceptance and/or use by you, of any prize, or by any action taken by the promoter or any of its affiliates, employees, advertising agencies and suppliers in accordance with the Competition rules.
14. Subject to the winners' right to expressly grant, decline or withdraw consent, Capitec will request that all winners share proof of the actions taken (personal information of the winners) for the purpose of administering the competition
15. Failure to provide proof of actions will result in an automatic forfeiture of the prize and Capitec will exercise its right to select another winner
16. Personal information collected will –
 - 16.1 Not be used for any other purpose either than the administration of this competition.
 - 16.2 Not be shared with any third parties without obtaining consent from the winners.
 - 16.3 Be processed in accordance with Capitec Privacy Policies
 - 16.4 Participants in this Competition understand and agree that in order to offer the competition, Capitec must collect and use personal information about the participants. This Competition is conducted under the terms of the applicable privacy laws.
17. If you fail to comply with any of the Competition rules, then without prejudice to any other remedy which we may have, you will be automatically disqualified and you will forfeit the prize(s) (if you have already won a prize)
18. Subject to the participants' right to expressly accept, decline and withdraw consent or participation, Capitec may –
 - 18.1 Publish images of the prize winners on its marketing material in any format, for a period not exceeding 12 (twelve) months from the date of winning
19. If Capitec is required by the Minister of Trade and Industry to alter any aspect of the Competition or to terminate the Competition because of changes in legislation, the promoter will have the right to terminate the Competition with immediate effect and without notice of such termination. In such event, all participants hereby waive any right which they may have against Capitec, its affiliates, employees, advertising agencies and suppliers
20. We reserve the right to vary, postpone, suspend, or cancel the Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variation, postponement, suspension, or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this Competition and acknowledge that you will have no recourse against us, our affiliates and third-party suppliers.
21. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners.
22. These Competition rules will be construed, interpreted, and enforced in accordance with the laws of the Republic of South Africa