

Capitec, JOOX and K.O Competition: Win a Skhanda World Hamper Competition Terms and Conditions

1. Introduction

- 1.1 Capitec, JOOX and K.O competition (competition) will be run by rapper K.O (K.O) in association with Capitec Bank Limited (Capitec) and JOOX (collectively the organisers/we/us/our)
- 1.2 Each person entering the competition (entrants/you/your) and/or accepting the prize in terms of this competition agrees and accepts that the competition rules as set out in these terms and conditions are binding on him/her

2. Competition period

- 2.1 Entries for the competition will open at 12:00am on Tuesday, 27 October 2020 and will close at 11:59pm on Friday, 27 November 2020 (competition period)
- 2.2 The organisers reserve the right (on its sole and absolute discretion) to extend, shorten, suspend the competition period or terminate the competition for technical, commercial, and/or operational reasons, or for reasons beyond its control

3. Who can enter

- 3.1 In order to be eligible to enter the competition:
 - 3.1.1 You must be a Capitec account holder;
 - 3.1.2 you must be a JOOX VIP subscriber
 - 3.1.3 you must be a legal, permanent resident of the Republic of South Africa;
 - 3.1.4 you must be at least 18 (eighteen) years of age or older. If younger than 18 (eighteen) years of age, you must be assisted by your parent or legal guardian who consents to you entering this competition and your possible acceptance and/or use of the prize; and
 - 3.1.5 you must be a natural person
- 3.2 Notwithstanding clause 3.1, you are not eligible to enter this competition if:
 - 3.2.1 you are a director, member, partner, employee, agent or consultant of the organisers of the competition, or any other person who directly or indirectly controls or is controlled by the organisers;
 - 3.2.2 you are an immediate family member of any of the persons specified in clause 3.2.1; or
 - 3.2.3 you are a supplier of goods or services in connection with the competition

4. How to enter

- 4.1 To enter, you must comply with all the following requirements:
 - 4.1.1 Subscribe to JOOX VIP using the Capitec Live Better Benefit and download the JOOX app to create your own JOOX 20-track summer playlist
 - 4.1.2 Share your playlist and describe what it means to you by commenting on the competition post on K.O's Facebook page, Twitter page or Instagram page, and also include the hashtag: #JamtoJOOXwithCapitec on your comment. Tag @JOOXSouthAfrica and @capitecbank (Facebook & Instagram) or @CapitecBankSA (Twitter)
- 4.2 Once you meet the requirements set out in clause 3 above and this clause 4, you will automatically be entered into the competition
- 4.3 You may enter as many times as you like, provided that each entry is unique (i.e. not the same answer)
- 4.4 No automated entries will be allowed. Entries must be made manually by a natural person
- 4.5 If your entry is submitted in a manner that in the sole discretion of the organisers will provide you with an unfair advantage over other entrants, you will be disqualified from the competition
- 4.6 You are required to attend to the cost for your entry, including standard internet costs

5. How the winners are determined

- 5.1 We will, within 48 (forty-eight) hours of the closing of the competition, randomly draw 1 (one) person (winner) as winner of the prize herein by means of an automated system, subject to the following process: We will randomly draw 3 (three) persons (finalists) from all entries received on each of the following platforms: Facebook, Twitter and Instagram. We will then randomly draw 1 (one) winner from the finalists. Only entries received within the competition period will be included in the draw
- 5.2 Capitec will notify the winner by messaging the winner directly on either Facebook, Twitter or Instagram (the platform from which the winning entry was received) within 48 (forty-eight) hours from determination of the winner to request further contact details, a copy of the winner's identification document (ID) (as required in accordance with Regulation 11 (6) (o) of the Consumer Protection Act 68 of 2008) and any further information that may be required to validate the winner's entry. If the winner does not reply to our message and provide the requested information within 48 (forty-eight) hours from our message being sent, or if we determine in our sole discretion that the winner was not eligible to win a prize in the competition in accordance with these terms and conditions, the winner will forfeit the prize and have no claim against us and we shall be entitled to select a different winner at our discretion (by drawing a new winner from the Finalists)
- 5.3 The winner may be announced on K.O's social media channels

6. The prize

- 6.1 The Winner will receive a Skhanda World hamper to the approximate value of R3 299 (three thousand two hundred and ninety-nine rand) (the prize), which will be subject to the following conditions:

JOOX has agreed on the following prizes:	Skhanda World has agreed on the following prizes:
3 x masks	2 x masks
Exclusive JOOX t-shirt	1 x Asics sneaker
1 x JOOX cap	1 x latest Skhanda apparel
3 months VIP JOOX voucher	
JOOX notebook and pen	

- 6.1.1 The value of the Prize includes Value Added Tax
- 6.1.2 The prize will be delivered to the winner at an address within the Republic of South Africa within 4 (four) weeks of confirmation of the winner. The winner will be required to provide a delivery address, within the Republic of South Africa, within 5 (five) days from being requested to do so, failing which the prize may be forfeited
- 6.1.3 The prize is not transferrable and may not be exchanged for cash or any other items. We reserve the right to substitute the prize with any other prize of comparable commercial value

7. General

- 7.1 Any reference to the organisers includes the directors, members, partners, agents or consultants of the organisers, where the context allows for it
- 7.2 We reserve the right to amend these terms and conditions should it be deemed necessary in our sole and unfettered discretion
- 7.3 The organisers' decision regarding any matter concerning the competition and/or arising out of these terms and conditions, including the determination of the winner, is final and no correspondence will be entered into except where otherwise provided for in the Consumer Protection Act, 68 of 2008
- 7.4 Where relevant, if a winner does not accept the prize as required herein, if an entry is not valid for whatever reason, if a winner has breached these terms and conditions, if a winner renounces the prize or we deem such winner to have renounced the prize, we reserve the right to declare the prize forfeited and/or to choose a new winner
- 7.5 Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrants or the organisers in terms of the Consumer Protection Act, 68 of 2008
- 7.6 By entering this competition, the entrant consents to the collection, processing and further processing of his or her personal information (including personal information contained in electronic communications) by us for the purposes of conducting this competition and facilitating the entrant's participation in the competition. Except where prohibited by law or where objected to by the individual at any time, the winner grants permission for us and those acting under our authority to use his or her name, and or photographs, and or voice for purposes of announcing the winner and related advertising purposes, in any form of media and without additional compensation, notification or permission. A winner may at any time decline an invitation use, or object to the use of, his/her image in marketing material
- 7.7 By posting any content, images, or comments on any of the organiser's public and/or social media platform or by sending any such content to the organisers, an entrant consents to and gives the organisers a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the organiser's products and/or services
- 7.8 By entering the competition, the entrant unconditionally and irrevocably indemnifies and holds harmless the organisers, 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 entrant's participation in the competition and or the use of the prize
- 7.9 The organisers and its service providers, are not responsible for:
- 7.9.1 incorrect and inaccurate transcription of entry information;
- 7.9.2 technical malfunction;
- 7.9.3 inappropriate images and comments posted by the entrant or by the public;
- 7.9.4 lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or
- 7.9.5 the inability to access any website or online services or any other error
- 7.10 If required by the Minister of Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to modify or terminate this competition with immediate effect and without notice of such modification or termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us
- 7.11 The competition is in no way sponsored, endorsed or administered by Facebook, Twitter or Instagram and any correspondence related to the competition should be directed at us and not Facebook, Twitter or Instagram
- 7.12 We may require the entrant to:
- 7.12.1 to provide his/her name, proof of address, identity number and cell number to enable us to verify the entry;
- 7.12.2 Where the entry includes the submission of any work eligible for copyright in terms of the Copyright Act No. 98 of 1978, conclude an agreement of assignment whereby any rights which the entrant may have in respect of such works are transferred to us
- 7.13 We reserve the right to disqualify any entrant suspected of fraud or cheating including without limitations, through the manipulation of code or otherwise falsifying data
- 7.14 For more information, or a copy of these terms and conditions, email ClientCare@capitec.co.za from Monday – Friday, 8:30am – 5:00pm

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Conditions apply. Fees include VAT.

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