

# Terms and Conditions: PickMe™ win your share of R 20,000 Competition

## 1. Promoter/s:

This PickMe™ win your share of R20,000 Competition (“Competition”) is organised by Pick-Me South Africa (Proprietary) Limited (“PSA”).

## 2. Eligibility:

The Competition is only open to permanent residents and citizens of the Republic of South Africa of the age of 18 (eighteen) years or older, living in South Africa and in possession of a valid form of identification (South African Identity Document or Passport). All participants must be natural persons; legal entities cannot participate in this Competition and no prize/s will be awarded to any legal entities. Any minor, or any employee, director, member, partner, agent or consultant of any of the Promoters, or any person who directly or indirectly controls or is controlled by any of the Promoters and/or immediate family members of any of the above persons, is not eligible to participate in this Competition and is therefore disqualified from participating in this Competition.

## 3. Agreement to these Terms and Conditions:

By entering the Competition, all participants and the winner agree that they have read and understood these terms and conditions (“**Terms and Conditions**”) and further agree to be bound by these Terms and Conditions as interpreted by the Promoters, whose decision regarding any dispute will be final and binding. **The Promoters reserve the right at any time, without notice, to amend, modify, or change these Terms and Conditions and any prizes, and to postpone, suspend or cancel this Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which the Promoters reasonably deem necessary and without any compensation whatsoever.** The names entered in the Competition must correspond with the names on the identity document and/or passport of the participant.

## 4. The Competition is only valid within South Africa.

Participants must be within South Africa at the time of entering the Competition, for the verification process and at the time of the prizes being awarded should they be declared a winner, failing which such person will be disqualified and the draw of a replacement entry shall take place under the same terms and conditions as the first draw.

## 5. Competition Period:

The Competition commences on 5<sup>th</sup> August 2024 and ends at 23h59 (South African time) on 30<sup>th</sup> November 2024 (the “Competition Period”). Entries received after the Competition Period will not be considered. Entries will be deemed to be received at the time of receipt and not at the time of transmission. Entries received will be considered final by the Promoters. Incomplete, inaccurate, unclear, erroneous, ineligible or incomprehensible entries will be deemed invalid and thus disqualified

**6. Description of Prizes:**

Participants stand a chance to win.

**a) Tier 1: 1 x Third Prize:**

1 cash voucher with a total value of R3 000,00\* (three thousand Rands).

**b) Tier 2: 1 x Second Prize:**

1 cash voucher with a total value of R7 000,00\* (seven thousand Rands).

**c) Tier 3: 1 x First Prize:**

1 cash voucher with a total value of R10 000,00\* (ten thousand Rands).

The Promoters shall solely determine the specifications of each Prize and the Promoters' decision shall be final in this regard.

Participants acknowledge that there is no guarantee that they will win a prize in this Competition.

7. The Promoters shall not award a Prize to a winner if it is unlawful to supply such Prize to the winner. In such instance, the winner shall immediately forfeit the Prize and be disqualified.
8. Once the winner has received the Prize, the Promoters shall not be liable and shall not take responsibility for any product malfunction or defect or manufacturing faults or defects, or damage or loss of or the Prize. Ownership of and risk in and benefit attaching to the Prize will pass on to the winner immediately. The Promoters do not cover insurance for the Prize once handed over to the winners of this Competition.

**Entry mechanic/How to enter:**

9. To enter this Competition and stand a chance to win a prize as described in these Terms and Conditions, participants must do the following:
  - a. Download the PickMe App **from Google Play or Apple App store** and complete a **FULL** registration on the PickMe App with the payment of the R50 onboarding fee.

Each unique onboarding is only valid for one entry. **Only one entry** is allowed per person. Registrations on the PickMe App must be made during the Competition Period. Any registrations made before or after the Competition Period do not qualify.

**Winner Selection:**

**1 December 2024 to select 3 winners**

**10. Winners of cash Prize:**

A random draw will be conducted in accordance with the dates set out below in this paragraph by an independent auditor to select potential winners of the cash Prize as described in these Terms and Conditions. The potential winners of the cash Prize will be notified within 2 weeks of the relevant prize draw taking place via a phone call or email using the number and email that the potential winner used to register on PickMe and enter the Competition, and will be subject to a verification process where they will be required to provide a valid identity document, daytime delivery address details and complete a verification document subject to the timelines that will be provided by the Promoters. If verification is successful, the potential winners will be declared official winners and a confirmation email will be sent. In addition, the winners will be required to sign and return to the Promoters, within five (5) days of the date notice is sent, an acknowledgement of the prize and indemnity form ("Declaration") to claim their Prize and to fulfil any such other requirements as determined by the Promoters. If a potential winner fails the verification process for whatsoever reason or a winner fails to send the complete Declaration within the timeline communicated, such person will be disqualified and shall not receive a Prize, and a replacement draw and winner will take place. The selection of the winner for the Prize is final and binding in all matters related to the Competition. Delivery of the prize will be made within 8 weeks of the winner being successfully verified. Should a verified winner not be available to sign for the delivery at the provided address only 1 further delivery attempt will be made. Should the winner fail the second delivery attempt, the prize will be immediately forfeited by the winner and subject to a re-draw.

- 11.** If the Promoters (whether directly or through their agencies) are unable to contact or reach a potential winner on his or her mobile number used to enter into this Competition after drawing his or her entry for whatever reason within 48 hours from the date of first notification as set out in these Terms and Conditions or if an official winner cannot be contacted within 48 hours from the date of being declared an official winner or a winner fails to redeem a voucher prize within 1 (one) month of being notified, or if a winner forfeits a Prize for any reason, or if a person is not eligible to enter into this Competition, or if a potential winner fails the verification process after drawing his/her entry for whatsoever reason or if a potential winner or official winner fails to provide any required information within the timelines stipulated or if a winner refuses to accept the Prize or refuses or fails to sign and send to the Promoters the acknowledgement of

receipt of the Prize, then such person will immediately forfeit their chance to win the Prize or the Prize and will be immediately disqualified from this Competition and an alternate potential winner from all remaining eligible entries (up to 3 (three) alternate potential winners will be permitted at the sole and absolute discretion of the Promoters) will be drawn. If the alternate potential winner/s are disqualified for whatever reason, the applicable Prize will not be awarded and the Promoters will decide what to do with the unawarded Prize at their sole and absolute discretion.

**12.** The Promoters' decision in this Competition will be final and no correspondence will be entered into.

**13.** Participants may enter the Competition subject to the following:

- a) No automated entries will be allowed and all entries must be made by a natural person manually as per the entry mechanic described above.
- b) If any entry was made in a manner which at the Promoters' discretion provides the participant with an unfair advantage over other entrants, such a participant will be disqualified from this Competition.
- c) The Promoters shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever including but not limited to any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
- d) The Promoters shall not be responsible for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted.
- e) The Promoters reserve the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- f) Participants are limited to only one entry per participant.

**14.** The Prize winners are obligated to behave responsibly and comply with these Terms and Conditions and all reasonable requests of the Promoters.

**15.** The Prizes are not transferable or redeemable for cash or any other item.

**16.** All participants and the winners, as the case may be, indemnify the Promoters, the Promoters' advertising agencies, advisers, nominated agents, partners, and suppliers identified by the trademarks owned by or licensed to Pick-Me South Africa, its affiliates and/or associated companies, against any claims of any nature whatsoever arising out of and/or from their participation in any way whatsoever in this Competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation,

misconduct or otherwise on the part of the Promoters and/or receipt and/or use of the Prize).

**17. Publicity:**

The Promoters may require the winners to be identified, photographed and published in printed media, or to appear on radio and television or social media platforms or other platforms, when accepting their Prize/s or after having received their Prize. The winners will be allowed to decline the publication of their images and to participate in the Promoters' marketing material in so far as it relates to the Competition.

- 18.** By entering into this Competition, each participant hereby consents and irrevocably grants to the Promoters, a worldwide, royalty free (free from any other fee or charge), perpetual and non-exclusive license, to reproduce, modify, adapt, use and publish any content posted and/or submitted by the participant on any social media platform in relation to the Competition or the Prize, for any purposes including the promotion of the products and services of the Promoters or affiliates of the Promoters without notice or any compensation to the participants. The participants further hereby irrevocably grants to Promoters and the Promoters' affiliates, a royalty-free, irrevocable, perpetual, and absolute right and permission to use, produce, reproduce, modify, publish, and display (including to incorporate it into other works, in any form, media or technology now known or later developed) a participant's name, image, moving image, videos, voice and/or photograph in relation to the Competition or the Prize, including the participant's participation in any aspect of the Competition or the Prize, in any and all advertising, posts and materials in any manner or media whatsoever, on a worldwide basis, for advertising and promotional purposes in conjunction with this Competition or any other competitions run by the Promoters without notice or any compensation to the participants.

- 19. Data Privacy:** All personal information of the participants will be Processed\* (a defined below) in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") and shall be subject to PSA's Privacy Policy found at: <https://www.pick-me.co.za/legal/privacy-policy> and shall be processed by all Promoters. By entering into this Competition, participants acknowledge and understand that:

- a) it is mandatory for all participants to provide their personal information in order to participate in this Competition failing which the participants will not be able to enter into the Competition;
- b) the participants' personal information shall be used for the purposes of processing their entry into this Competition and additional purposes as detailed in PSA's Privacy Policy found here: <https://www.pick-me.co.za/legal/privacy-policy>. The additional personal information of the potential winners shall be used to verify the details and identity of the potential winners and to deliver the prize or arrange for collection of the prize if they are declared official winners;

- c) Pick-Me South Africa and its affiliates (including PSA, and subsidiaries) may contact the participants via email, SMS, social media platforms and through other platforms to deliver marketing communications regarding their products and promotional activities, subject to the participant's prior consent and in accordance with the provisions of POPIA; (d) they hereby consent to PSA transferring the participants' personal information outside the Republic of South Africa. Any data transfers to countries that do not offer an adequate level of protection are subject to appropriate safeguards in accordance with the POPIA, to guarantee that participants' personal information is adequately protected, including standards.

\*Process or Processed or Processing means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including: (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, degradation, erasure or destruction of information.

- 20.** The Promoters may require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoters to ensure compliance with these Terms and Conditions and the Consumer Protection Act 68 of 2008. Should any winner refuse or be unable to comply with this rule for any reason, such a winner will be deemed to
- 21.** In the event of unforeseen circumstances or causes beyond the Promoters' reasonable control, the Promoters reserve the right to cancel this Competition, to change the number or nature of the prize at any time, or to change the Terms and Conditions at their discretion.
- 22.** All queries relating to the Competition can be directed to the PickMe Customer Care Line on 066 003 3804 or email [info@pick-me.co.za](mailto:info@pick-me.co.za) or WhatsApp 066 003 3804. A copy of the Competition rules is available at no cost to the participants and can be downloaded in printable form at <https://www.pick-me.co.za/legal/terms-and-conditions-pickme-cash-competition>
- 23.** These Terms and Conditions and the Competition will be governed by and construed in accordance with the laws of the Republic of South Africa.