

## Social and Digital Media Terms and Conditions

1. Ontbytsake means the business magazine program owned by B4i Productions (Pty) Ltd with registration number 2021/933972/07, having its registered address at 35 Catherine Avenue, Shere, Pretoria Gauteng, 0043 (“**Promoter**”).
2. The Promoter is offering a social media and digital competitions (“**Promotion**”) in terms of which its participants (“**Entrants**”) are required to:
  - 2.1.1. Follow the prompts as per the competition’s adverts or posts.
  - 2.1.2. Provide the Promoter with Personal Information;
    - 2.1.2.1. Provide correct and up-to-date Personal Information as required by the Promoter;
3. Entrants participating in the Promotion expressly acknowledge that he/she agrees to the terms and conditions (“**Terms**”) set out hereunder, that he/she understands these terms and that he/she is thereby bound by these Terms.
4. By participating in the Promotion, the Entrant consents to the transfer, storage, processing and sharing of his/her Personal Information with the Promoter’s affiliates, subsidiaries, employees, contractors, agents, or suppliers which consent may be withdrawn at any time by written notification to the Promoter.
5. The Promoter, its affiliates and subsidiaries will collect and use the Personal Information of the Entrant as provided via the cell phone number used to participate in the Promotion for marketing, informational and promotional purposes and undertake not to process, use, or store the Personal Information of the Entrant for alternate purposes without first obtaining his/her permission.
6. Should an Entrant wish to object to the Processing of his or her Personal Information which right the Entrant is at all times entitled to exercise, the Entrant must direct such a request to the Promoter’s Information Officer at the following email address 35 Catherine Avenue, Shere, Pretoria East, 0043.
7. The Entrant indemnifies and holds harmless the Promoter and its promotional partners, their directors, employees, and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature arising as a result of participation in the Promotion and related events and activities, including, without limitation, personal injuries, claims based on publicity rights, defamation or invasion of privacy, or any claims in terms of the Protection of Personal Information Act No. 4 of 2013 (“**POPIA**”).
8. An Entrant must be a natural person and may not be a juristic person. An Entrant under the age of 18 must obtain permission from his/her parents or guardians before entering.
9. No director, employee, agent or consultant of the Promoter or organiser, or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this Promotion may participate in this Promotion.
10. Anyone who within a period of 6 months preceding this Promotion has won any Promotion organised, promoted, or conducted by the Promoter, who resides at the same address as such a winner, or who uses the same telephone number and/or email address to enter this Promotion may not participate in this Promotion.
11. Any costs or expenses incurred on the part of the Entrant, other than in respect of those items specifically included in a prize are for his/her own account. The Promoter will not be responsible for any costs or expenses which the Entrant, or his/her partner (if applicable), incur during and for purposes of entry into the Promotion and his/her acceptance and/or use of a prize.
12. The Promoter does not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, makes no representation and provides no warranty that an entry or participation in the Promotion will necessarily result in winning a prize, a prize, or any aspect thereof, will meet the requirements, preferences, standards or expectations of the Entrant; or a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
13. By participating in the Promotion, the Winners hereby accept that they might be required to take part in further publicity relating to the Promotion. The Winners agree to allow their names and likenesses to be used for promotional purposes aligned with the Promoter’s business, including but not limited to posting photos and the Participant’s Personal Information to the Promoter’s Website(s), or any other digital or social media interfaces, for which no fee will be payable.
14. Winners will be notified by means of the contact details provided to the Promoter. If the Promoter or a third-party supplier is, unable to contact a winner within 30 days or if the winner is unable to collect the prize within 60 days, the winner will forfeit the prize and The Promoter reserves the right to re-draw a new winner under the same conditions.
15. Once the Winner has been notified and the prize has been handed over, the Winner must acknowledge receipt of the Prize. Prizes are not transferable and may not be deferred, changed, or exchanged for cash or any other item.
16. The Entrant must possess the necessary documents and permissions that may be required in order to accept and use a prize, including, as regards

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international travel, a valid passport and all necessary visa and travel documentation, which documents and permissions it is his/her responsibility to obtain at his/her own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities

17. The Promoter reserves the right to substitute offered Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion. A Prize will not be awarded when prohibited by law.
18. The Promoter, its affiliates and subsidiaries are not responsible for any entries which are not received timeously or at all, regardless of the cause thereof. The Promoter, its affiliates and subsidiaries are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.
19. The Promoter reserves the right to amend these Terms by bringing it to the Entrant's attention within a reasonable period of time and may terminate the Promotion at any time. In such an event, where the Promotion is terminated or suspended, all Entrants agree to waive any rights that they may have in terms of the Promotion and acknowledge that they have no recourse against the Promoter, their employees, agents, partners, suppliers, or sponsors.
20. In the event of a dispute, the decision of the Promoter will be final, and binding and no correspondence will be entered into. The Promoter shall be entitled to deal with such disputes in their sole discretion, including that the Promoter shall be entitled to immediately disqualify Entrants from this Promotion.
21. Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Terms by an Entrant, determined in the Promoter's sole discretion, may result in disqualification from the Promotion.