

Terms and conditions for the Sephaku Cement "Load Up and Win" End User Competition (the "Competition")

Annexure A

- 1 This Competition is promoted by Dangote Cement South Africa Proprietary Limited, registration number 2004/034277/07, duly incorporated in the Republic of South Africa, trading as "Sephaku Cement" (the "**Promoter**"), as part of its national retail campaign.
- 2 By entering this Competition, participants agree to be bound by these terms and conditions, including the Competition rules set out herein (the "**Terms and Conditions**"), in addition to any terms which have been included in any promotional or marketing material, including but not limited to any information on brochures, our website, sent by way of email or included on our packaging of products, relating to the Competition (the "**Promotional Material**"). If there is any conflict between these Terms and Conditions and the terms set out in such Promotional Material, these Terms and Conditions shall prevail to the extent of such conflict.
- 3 The Terms and Conditions are made available on the website www.loadupwin.co.za.
- 4 **Subject to paragraph 5, this Competition is open to all South African citizens and permanent residents of South Africa who are 18 years or older, who are currently residing in South Africa and are in possession of a valid South African identity book except for the following persons: (i) A director, member, partner, employee or agent of, or consultant to the Promoter, or any other person who directly or indirectly controls or is controlled by the Promoter; (ii) a supplier of goods or services in connection with this Competition; (iii) the spouses, life partners, business partners or immediate family members of the parties referred to in (i) and (ii); and (iv) direct or indirect retailers of cement products, it being recorded that this Competition is only open to end users of the Sephaku Cement products, namely the consumers of such cement products and not the retailers thereof.**
- 5 **By entering this Competition, participants hereby agree that in the event that a participant who wins the Grand Prize (discussed under paragraph 7.1) does not hold a valid driver's licence, it is the sole responsibility of such winner to obtain a valid driver's licence in accordance with the relevant laws of the Republic of South Africa prior to the use of the Grand Prize. The Promoter accepts no responsibility for the actions of the winner in this regard.**
- 6 **Closing dates**
 - 6.1 The Competition commences on 1 February 2018 and closes on 30 May 2018 (referred to as the "**Competition Period**"), after which no further entries will be accepted.
 - 6.2 The draw for the Grand Prize (discussed under paragraph 7.1) will be based on all of the entries that have been received during the entire Competition Period.
 - 6.3 Each monthly draw for the Monthly Prize (discussed under paragraph 7.1) will be based on the entries received by the last day of the month to which that particular monthly draw relates, provided that it is submitted during the Competition Period.

7 The Prize

- 7.1 Participants shall be entered into the monthly draw whereby they shall stand a chance to win one of five R20,000.00 hardware vouchers available to be won for each month of the Competition Period ("**Monthly Prize**") and to be entered into the main draw, which shall take place at the end of the Competition Period, to stand a chance to win a Toyota Hilux Single Cab 2.0 VVTI 5MT ("**Grand Prize**"),
- (the Monthly Prize and the Grand Prize, collectively referred to as "**the Prizes**").
- 7.2 The Monthly Prize shall only be redeemable at the participating retail store from which the participant purchased the bags of Sephaku Cement referred to in paragraph 8.1 and it shall entitle the winner thereof to purchase any products (in stock at the store at the time of redemption) from such store up to the collective value of R20,000.00 for all such products.
- 7.3 The Monthly Prize shall be honoured on presentation thereof until its value has been depleted.
- 7.4 The Prizes cannot be exchanged for cash.
- 7.5 The Grand Prize may not be exchanged for any other vehicle model.
- 7.6 The Grand Prize shall not include any additional accessories and the colour of the Grand Prize shall be at the sole discretion of the Promoter.
- 7.7 **The winner of the Prize(s) shall be solely responsible for any ancillary costs including any tax liabilities as may be applicable and any personal or incidental expenses incurred in claiming or using the Prize(s) shall be the sole responsibility of the winner thereof.**
- 7.8 The Grand Prize does not include any supply of fuel, any ongoing maintenance and repair costs or expenses, and it shall not include any insurance on the vehicle, each of which shall be the sole responsibility of the winner thereof.
- 7.9 **The Promoter shall not be held liable for any defect in respect of the Grand Prize or any defect in any of the products purchased using the Monthly Prizes.**
- 7.10 The Promoter shall be entitled, in its sole discretion, to replace any of the Prizes or any aspect thereof with other prizes of a similar commercial value.
- 7.11 To claim either of the Prizes, the winners thereof must produce their original till slip(s) pursuant to which they have purchased the bags of Sephaku Cement (discussed in paragraph 8.1 and 8.4 below) and a valid South African identity book.
- 7.12 The Promoter shall be entitled to require the winner of any Prize to prove that they were eligible to enter into the Competition as contemplated in paragraph 4. If a winner is found to be ineligible, the Promoter shall be entitled to have another draw carried out so as to determine a new winner of such Prize and to require an ineligible winner to return any Prize that may have already been awarded.

7.13 Images of the Prizes contained in any Promotional Material may differ to the actual Prizes.

8 How to enter the Competition:

8.1 In order to enter the Competition, a participant must purchase **at least 3 bags of any type of Sephaku Cement during the Competition Period** from, subject to paragraph 8.2 and 8.3, any of the participating retail stores who are direct customers of and have an account with the Promoter ("**Direct Retailer**") provided that each such purchase of the 3 bags of Sephaku Cement occurs at the same time and is reflected on a single till slip.

8.2 If a participant purchases the bags of Sephaku Cement, as contemplated in clause 8.1, from a retail store that does not buy Sephaku Cement products directly from the Promoter but from a Direct Retailer (referred to as a "**Third Party Retailer**"), then such participant shall only be entitled to gain entry into the Competition if such Third Party Retailer and its Direct Retailer have entered into a separate agreement to this effect (referred to as a "**Third Party Agreement**"). This is because the Promoter does not have any direct relationships with Third Party Retailers. The Promoter shall not be a party to and it shall have no involvement in the conclusion of the Third Party Agreement. Furthermore, participants would be required to include the details of the Direct Retailer, the details of which should be requested from the relevant Third Party Retailer upon purchasing the bags of Sephaku Cement, on the entry form.

8.3 It shall remain the responsibility of the participant to confirm that the Third Party Retailer store from which it purchases its bags of Sephaku Cement has in fact entered into a Third Party Agreement with its Direct Retailer and to obtain the name of the Direct Retailer for purposes of completing the participant's entry form correctly. The participant hereby acknowledges and agrees that the Promoter shall not be held liable for any misrepresentation that may be made by a Direct Retailer and/or Third Party Retailer in this regard. The Promoter shall not be liable for any damages, expense, financial or other loss or any other claims whatsoever that may arise as a result of the dealings between the participant and the Third Party Retailer and/or the Direct Retailer.

8.4 Participants must **upload a clear image of their till slip**, indicating that they have purchased at least 3 bags of any type of Sephaku Cement to the webpage **www.loadupwin.co.za** and they **must complete the entry form** included on such webpage **before the end of the Competition Period** (*participants will require access to the internet, the cost of which shall be the normal fee paid by the participant when using the internet, in order to upload their till slips*) **provided that**, if a participating retail store has a **Sephaku marked entry form box** situated at its premises, a participant who purchased its bags of Sephaku Cement from such store may obtain an entry form in store, complete all of the required details on such form and place the completed entry form into the entry form box situated at such store (the till slip shall remain with the participant).

- 8.5 Participants are required to keep their original till slips in a safe place as this must be produced as proof of purchase in order to redeem any of the Prizes if won.
- 8.6 Participants can enter the Competition as many times as they wish to, provided that a participant shall gain **one entry into the Competition for every 3 bags** of any type of Sephaku Cement purchased from any of the participating retail stores, as contemplated in paragraph 8.1, during the Competition Period, provided that each such purchase of the 3 bags occurs at the same time and is reflected on a single till slip. Each purchase of 3 bags of any type of Sephaku Cement will equal to only one entry into the Competition and the same till slip cannot be used to gain more than one entry into the Competition.
- 8.7 If a participant wins a Monthly Prize, such participant shall not be eligible to be entered into the draw for any further Monthly Prize, however, they shall remain eligible to be entered into the draw for the Grand Prize.
- 8.8 The Promoter shall be entitled to verify the validity of any of the entries which have been submitted.
- 8.9 **If any images of till slips, in the case of the internet uploads are not clear and/or if any of the entry forms submitted are not completed in full, are unclear, illegible, submitted incorrectly or by persons not entitled to enter into the Competition or if any participants engaged in any fraud or misconduct in relation to any aspect of this Competition, then such entries shall be disqualified from the Competition and the Promoter shall not be required to notify such participants that their entries have been disqualified.**
- 8.10 The Promoter may refuse to award any of the Prizes to any participant if any of the Terms and Conditions were not adhered to or in the case of any fraud, misconduct or irregularities on the part of such participant.
- 8.11 **The Promoter shall not be held liable for any technical issues/failures, faulty or unavailable network connections, network disruptions or failures, software or hardware failures, loss of any written entries and/or online entries on the webpage and/or inaccessibility to the webpage for any reason whatsoever, which may affect the entry of a participant into the Competition. The Promoter shall not be held responsible for any illegible, incomplete, lost, damaged or unreadable entries.**
- 9 Determination of the winners and the results**
- 9.1 Winners of the Monthly Prizes shall be determined as follows-
- 9.1.1 The monthly draw for each month during the Competition Period ("**Draw Month**") will take place on the 7th of the next month (provided that if the 7th is not a business day, it shall take place on the very next business day) in respect of all entries that were received by last day of the Draw Month. The last monthly draw shall take place at the end of June 2018 in respect of those entries received by the end of the Competition Period.

- 9.1.2 The draw shall be conducted using an approved electronic draw system whereby a random winner shall be drawn from the pool of entries received and shall be overseen by a registered auditor.
- 9.1.3 A total of 5 random winners shall be drawn at each monthly draw.
- 9.1.4 Within 7 business days of each particular monthly draw date, the Promoter and/or its agents shall notify the winners of each monthly draw telephonically, during business hours (08h00-17h00) on the contact number provided by the participant upon entering the Competition. In the event that the Promoter and/or its agents are unable to contact a winner, it shall make a further 4 attempts at contacting the winner, which shall consist of 2 telephone calls and 2 SMS's, on the contact number provided by the participant, over a period of 2 business days from the date of the first attempt, with any lack of response resulting in such winner forfeiting the monthly prize (such winner shall still remain eligible for being entered into the draw for the Grand Prize) and another winner will be selected in accordance with paragraph 9.1.2.
- 9.2 The winner of the Grand Prize shall be determined as follows-
- 9.2.1 The draw for the Grand Prize shall take place at the end of June 2018.
- 9.2.2 The draw shall be conducted using an approved electronic draw system whereby a random winner shall be drawn from the entire pool of entries that have been received throughout the Competition Period, irrespective of whether any participant already won a Monthly Prize, and shall be overseen by a registered auditor. Only ONE winner shall be drawn from the pool of entries for the Grand Prize.
- 9.2.3 Within 7 business days of the Grand Prize draw date, the Promoter and/or its agents shall notify the winner of the Grand Prize telephonically, during business hours (08h00-17h00) on the contact number provided by the participant upon entering the Competition. In the event that the Promoter and/or its agents are unable to contact the winner, it shall make a further 4 attempts at contacting the winner, which shall consist of 2 telephone calls and 2 SMS's, on the contact number provided by the participant, over a period of 2 business days from the date of the first attempt, with any lack of response resulting in such winner forfeiting the Grand Prize and another winner will be selected in accordance with paragraph 9.2.2.
- 10 **All risks and ownership in respect of a Prize shall pass to the winner thereof upon delivery and/or transfer of such Prize to such winner, at which point any obligations of the Promoter in respect of the Competition and/or Prize shall terminate.**
- 11 The Promoter shall be responsible for the costs of delivery of the Prizes. The Prizes shall, subject to paragraph 12, at the sole discretion of the Promoter, be delivered to either (i) the premises of the participating retail store from which the winner(s) purchased the bags of Sephaku Cement referred to in paragraph 8.1 or (ii) the address provided by such winner(s) on its entry form upon entering into the Competition, the exact date and time of which shall also be at the sole discretion of the Promoter,

provided that such delivery shall occur within 3 weeks of a winner having been notified that they have won a Prize.

- 12 If the winner purchased its bags of Sephaku Cement from a Third Party Retailer, the Prize shall, at the sole discretion of the Promoter, be delivered by the Promoter to either (i) the address provided by such winner(s) on its entry form upon entering into the Competition or (ii) such other location as may be agreed to between the Promoter and the winner of such Prize upon the winner having been notified that such winner has won the Prize, which location may include, amongst others, the premises of the Direct Retailer of such Third Party Retailer or the premises of the Third Party Retailer.
- 13 The details regarding the exact location at which the Prizes shall be delivered ("**Delivery Location**") as well as any other details regarding the delivery of the Prizes, including the date and time thereof, as contemplated in paragraphs 11 and 12, shall be communicated to each winner separately upon them being notified that they have won the particular Prize. Notification sent via SMS by the Promoter to the winner on the cell phone number provided shall be deemed sufficient notification that the winner should collect the prize from the Delivery Location or be available to take delivery of the Prize at the Delivery Location, as the case may be.
- 14 If a winner is not available on the date and time set for delivery, the winner must communicate same to the Promoter at least 8 days prior to the date set for delivery, in which case, an alternative date and time shall be set for delivery of the Prize. If the winner is not available to accept receipt of delivery of the Prize on such alternative date, then such winner shall be solely responsible to ensure collection of the Prize from the relevant participating retail store on the date and time provided by the Promoter to the winner via SMS on the contact number provided, which date shall be within 21 days from such alternative date, and any failure by the winner to then collect the Prize shall **result in such winner forfeiting the Prize and a new winner shall be selected.**
- 15 Winners will be required to sign an acknowledgement of receipt of the Prizes upon delivery of same.
- 16 The Promoter shall be entitled to photograph and identify the winners of the Prizes and publish same in any printed media or any other media, including to publish the names and photographs of the winners on the Promoter's facebook page (accessed on www.sephakucement.co.za, www.loadupwin.co.za and www.facebook.com/sephaku/) and/or to require such winners to appear on radio and television for any marketing and promotional purposes and/or to partake in any other publicity campaigns of the Promoter (for no remuneration). **The winners shall, however, have a right to decline any such request to use their image in any marketing material and/or to participate in any marketing activities.**
- 17 The Promoter shall be entitled to collect and process the information provided by the participants upon entering into the Competition in order to carry out the Competition and such information may be shared by the Promoter, to the extent deemed necessary, with any of its agents, consultants, employees, contractors, advertising agencies, and the participating retailer from whom the winners purchased their bags of Sephaku Cement, in order to ensure notification and delivery of the relevant Prizes thereto.

- 18 The Promoter shall be entitled, in the event of any unforeseen circumstances or for any reason beyond its control or if it is required by any regulatory provision or applicable law, to amend, change, cancel or suspend the Competition in whole or in part. The Promoter, its associated companies, employees, directors, affiliates, agents, contractors, advertising agencies, suppliers and/or sponsors ("**Promotion Parties**") shall not be held liable for any direct or indirect loss, injury, damage, expense, financial or other loss or any other claims whatsoever arising as a result of any such amendment, change, cancellation or suspension of the Competition in whole or in part, save where such damage, cost, injuries, and losses are sustained as a result of the gross negligence or wilful misconduct of the Promotion Parties.
- 19 The Promoters decision in respect of all matters relating to this Competition are final and no correspondence shall be entered into.
- 20 The Promotion Parties shall not be held liable for and the participants and winners hereby indemnify all such Promotion Parties against any direct or indirect loss, injury, damage, expense, financial or other loss or any other claims whatsoever arising from the participation of any participant in any way in the Competition or from their use of any of the Prizes, howsoever arising, save where such damage, cost, injuries, and losses are sustained as a result of the gross negligence or wilful misconduct of the Promotion Parties.
- 21 These Terms and Conditions are governed by the laws of the Republic of South Africa.
- 22 Any queries in respect of this Competition can be emailed to **queries@loadupwin.co.za**.