

## **Springfield Convent School MySchool Competition (15 December 2021 to 15 January 2022)**

### **Terms & Conditions**

The terms and conditions set out below ("Terms and Conditions") apply to the Springfield Convent School MySchool competition ("Competition") being operated and administered by:

1. Springfield Convent School (with its address at St Johns Road, Wynberg, Cape Town, 7800);
2. Virtual Market Place (Pty) Ltd (Reg No. 1997/016316/07) (with its address at Atlantic House, 16 Corporation Street, Cape Town, 8001),

(herein referred to as "Promoter" or "us" or "we").

These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials.

Prize redemption instructions are deemed to form part of the Terms and Conditions. By entering this Competition, you are deemed to be a participant ("hereinafter referred to as "you" or "Participant") and all Participants will be deemed to have accepted and shall be bound by these Terms and Conditions.

This version of the Terms and Conditions applies to Participants in the Republic of South Africa.

#### **1. Important Provisions**

We have a duty, in terms of the Consumer Protection Act, No. 68 of 2008 to point out certain important provisions in these Terms and Conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below. It is important that you read all of these Terms and Conditions carefully and not only what we point out below.

1.1. Limitation of risk, legal responsibilities and liability. Clauses 8, 10, 13 and 14 herein below are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against, the Promoter for losses, damages, liability or harm you or others may suffer as a result of your participation in the Competition. Clauses 10 and 14 herein below are particularly important because you take on risk, legal responsibilities and liability. In terms of these clauses, you may be responsible for taxes, fees, claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in these clauses.

1.2. Indemnities by you. Clause 10 herein below requires you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of your participation in the Competition. This places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.

2. The Competition is only valid in South Africa and the Competition is open only to natural persons over the age of 18 that have swiped an eligible Myschool card or linked Woolworths card, as contemplated in clause 6 below.
3. The Competition is, however, not open to the Promoter's employees and their family members, including the employees and family members of its advertising and promotional agencies and distributors.
4. Participation in the Competition constitutes your acceptance of these terms and conditions. All information relating to this Competition and published on any promotional material will form part of the terms and conditions of entry. The Promoter reserves the right to amend these Terms and Conditions in its sole discretion at any time and the amendments will be deemed to have taken effect on the date of publication of the revised Terms and Conditions on the Promoter's website at [My School Card competition Terms and Conditions](#)
5. The Competition will run from 15 December 2021 at 00h00 and end on 15 January 2022 at 23h59 ("the Competition Period"). No entries received before or after the Competition Period will be accepted.
6. Participants wishing to participate in the Competition must:
  - 6.1. Swipe or enter the card number of your registered Myschool card or linked Woolworth card when you shop at all participating MySchool partners during the Competition Period;
  - 6.2. ensure that Springfield Convent School is the registered beneficiary linked to the relevant Myschool or linked Woolworths card at the time of swiping the card or entering the card number for purposes of clause 6.1; and
  - 6.3. ensure that their contact details linked to the Myschool card or linked Woolworths Card are correct.
7. The following shall apply to the Competition:
  - 7.1. A Participant that transacts during the Competition Period in the manner contemplated in clause 6 shall automatically be entered into a lucky draw, where the Participants stand a chance to win one of the following five available prizes:
    - 7.1.1.a couch prize valued at R15,000;
    - 7.1.2.an ipad prize valued at R5499;
    - 7.1.3.a Garmin Smartwatch prize valued at R4099;
    - 7.1.4.a Butchers' Block prize valued at R3600;
    - 7.1.5.one of five R1 000 Takealot vouchers.

- 7.2. Multiple entries are permitted. Every eligible swipe is an entry and prizes are limited to one per Participant (i.e. a Participant may not win more than one prize during the relevant Competition conducted during the Competition Period).
- 7.3. The winners of prizes will be selected by the Promoter by way of a random draw overseen and certified by an independent admitted attorney (or by such other person(s) permitted by relevant legislation).
- 7.4. The draw will take place on 25 February 2022. The winner will be notified that s/he has won a prize via telephone or email between 28/2/2022 and 4/3/2022. The Promoter will make 2 (two) attempts to obtain and verify the following personal information from the prize winner: name, surname, identity number, address and/or email address ("Personal Information").
- 7.5. Where a Participant fails to provide his/her Personal Information within 3 (three) business days of it being requested by the Promoter, the Participant shall be disqualified from this Competition and automatically forfeits the prize. In the event of disqualification of a winner, the Promoter, in its sole discretion, shall be entitled to randomly select another winner from amongst the Participants.
- 7.6. The Promoter will, at the Promoter's cost, deliver the couch to any address specified by the winner in the Cape Town area. All other prizes will be delivered at the Promoter's cost to an address chosen by the winners anywhere in South Africa.
8. No responsibility will be accepted by the Promoter, its associated companies (its directors, officers and employees), agents and suppliers, for any prizes which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.
9. The Promoter may use the winners' name and/or images in marketing material but winners will always be informed of this beforehand and will be given an opportunity to refuse to permit any use of their names and/or images.
10. As far as the law allows, all Participants indemnify the Promoter and its associated companies (directors, officers and employees) agents and suppliers, against any / all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Competition and/or any receipt of and/or use of a prize.
11. By taking part in this Competition, Participants hereby warrant that all information submitted to the Promoter is true, current and complete.
12. The Promoter may decline to award a prize if there is a reasonable suspicion of any irregularities or fraudulent activities.

13. As far as the law allows, all warranties and representations concerning the Competition not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
14. As far as the law allows, the Promoter shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoter will pay. The Participant is responsible for (i) any and all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the Participant's participation in the Competition, or from the acceptance, receipt, use or enjoyment of any Prize. Without limiting the rest of this clause 14, the Participant will be responsible for the cost of entering the Competition and any data charges that apply, as per the tariff rates charged by the participant's mobile network provider.
15. The Promoter reserves the right to terminate the Competition immediately and without notice, if circumstances beyond its reasonable control prevent the Promoter, its associated companies (directors, officers and employees) agents and suppliers, from continuing to conduct the Competition. In the event of such termination, as far as the law allows, all Participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.
16. As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a Participant's failure to access the Competition for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
17. These Terms and Conditions shall be governed by the laws of South Africa.
18. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.
19. The Promoter's decision is final and binding and no correspondence will be entered into.
20. The prize is non-transferrable, non-refundable, non-exchangeable and cannot be redeemed for cash. The prize cannot be split or shared.
21. If you require any help or have any enquiries in respect of the Competition, please use the email address: [chris@parental-instinct.com](mailto:chris@parental-instinct.com)