

AQUILA PRIVATE GAME RESERVE COMPETITION

Cape Town Tourism and its partners are giving you the opportunity to win a 2-night getaway at Aquila Private Game Reserve.

Terms and conditions:

1. Introduction

2. The promoter of this competition is Cape Town Tourism, the City of Cape Town's official regional tourism organisation (the "**Promoter**"). The Promoter can be contacted at the Pinnacle Building, Corner Burg & Castle Streets, Cape Town, 8001, South Africa, Tel: 021 487 6800. [This competition is co-sponsored by affiliates and members of the Promoter].

3. By entering the competition you agree to the rules of this competition without exception. If you require any help or have any enquiries relating to these competition rules please contact the Promoter at marketing@capetown.travel.

4. You can access a copy of these terms and conditions at <http://www.capetown.travel/visitors/win-a-luxury-safari-at-aquila-private-nature-reserve-worth-r18-000>

5. There are no entry fees to participate in this competition.

6. How long does this competition last?

7. The competition runs from **12th February - 31 March 2018** (the "**Competition Period**").

8. No entries will be accepted after 23h59 South African time on **31 March 2018**.

9. How do you enter this competition?

10. You will require a computer or smartphone (or similar electronic communications device), Internet access and an Instagram and/or Facebook account to enter this competition.

11. No refund may be claimed for expenses related to the use of an Internet connection for the purpose of participating in the competition.

12. To enter this competition, you will be required to:

12.1.1 Access and complete the online entry form at <http://www.capetown.travel/visitors/win-a-luxury-safari-at-aquila-private-nature-reserve-worth-r18-000>

12.1.2 Opt in to receive the Promoter's newsletter.

12.1.3 The Promoter and the sponsor(s) shall not be responsible for entries to the competition that are not received for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.

12.1.4 Who can enter this competition?

12.1.5 You are entitled to enter this competition if you are over the age of 18.

12.1.6 An agent of, or consultant or employees of the Promoter, or a supplier, sponsor, or advertiser of goods or services in connection with this competition, or any entity or person directly or indirectly controlling or controlled by the Promoter, or marketing service providers in respect of the competition, or a spouse, life partner, parent, child, brother, sister or business partner of any of the above mentioned persons are not entitled to enter this competition.

12.1.7 What is the Prize?

12.1.8 The Prize is provided by the Promoter and the sponsors.

12.1.9 Both the terms and conditions of the Promoter and sponsors apply to the Prize being awarded. The winner agrees to all of these terms and conditions without exception.

12.1.10 There is to be won a two-night trip to Aquila Private Game Reserve (the "**Prize**").

12.1.11 The Prize also includes:

12.1.12 Welcome drinks

12.1.13 All meals

12.1.14 Two nights Premier Lodge accommodation

- 12.1.15 Two Big 5 safaris
- 12.1.16 Horseback safari
- 12.1.17 Spa access
- 12.1.18 No one participant may win more than one Prize.
- 12.1.19 The approximate total value of the Prize is R18 000 only. The approximate value of the Prize at the time of the start of the competition will not be exceeded at the time of awarding or redeeming the Prize, no matter what the circumstances, such as a change in the cost of the Prize or a change in the exchange rate.
- 12.1.20 All other expenses not included in the Prize are for the account of the winner, including travel (local or international flights or transfers by any other means) to, around and from Aquila Private Game Reserve, visas (if required), car hire, additional food and beverages, additional activities, medical expenses, baggage or personal insurance, petrol costs, excursion tickets not expressly defined and spending money.
- 12.1.21 The winner also agrees that he or she is responsible for any other expenses and satisfying any legal or administrative requirements that need to be met to enable the winner to use the Prize (including any additional travel arrangements as well as for the paying taxes and obtaining travel insurance etc.).
- 12.1.22 The Prize is strictly subject to availability, and the relevant sponsor's terms and conditions relating to such Prize.
- 12.1.23 The Prize must be redeemed by **31 October 2018**, is not negotiable or transferable and may not be converted into cash or exchanges. In such a case where the winner cannot redeem the Prize for whatever reason, they will forfeit the Prize and it is up to the Promoters to decide whether or not the Prize will be awarded to another person who fits the stipulated completion criteria.
- 12.1.24 The Promoter and/or the sponsor(s) reserve the right to substitute an alternative prize of similar or comparable value in the event that the Prize is unavailable for reasons beyond the Promoter or the sponsor's control.
- 12.1.25 Winners**
- 12.1.26 The winner of the Prize will be chosen randomly by lucky draw conducted at the Promoter's office after the Competition Period, which lucky draw will take place by no later than **9 April 2018**.
- 12.1.27 The draw will be done by an employee or representative of the Promoter (the "judge"). The judge's decision is final and no correspondence will be entered into with an participant other than with the winner.
- 12.1.28 The winner will be announced on or before **9 April 2018** via the email address provided in the online entry form. The Promoter and the sponsor(s) may require the winner to provide it with additional information as it may reasonably require to confirm the identity of the winner and to process and/or facilitate the winner's use of the Prize.
- 12.1.29 The Promoter will attempt to make contact with the winner at least 3 (three) times via the email address provided in the online entry, but if the winner cannot be contacted by close of business on **13 April 2018** such winner will forfeit his/her Prize and the Promoter reserves the right to redraw such Prize.
- 12.1.30 Once the winner has been contacted by the Promoter, the winner has 5 (five) days to accept the Prize. If the winner does not accept the Prize, the Promoter reserves the right to forfeit the Prize and redraw the Prize.
- 12.1.31 After contacting and acceptance by the winner in accordance with 12.1.28 to 12.1.30, the winner will be announced on *Facebook*.
- 12.1.32 Should the winner be unable to travel or use the Prize on the travel dates determined, the winner will be deemed to have forfeited the Prize and the Promoter reserves the right to redraw such Prize.
- 12.1.33 You may not win the Prize if it is unlawful to give such Prize to you and if you do win the prize under such circumstances, you will forfeit it.

- 12.1.34 The winner may be asked to participate in marketing activities, including having their photograph taken, but the winner is entitled to decline to do so.
- 12.1.35 What do we do with your personal information?**
- 12.1.36 The Promoter may collect, store and use (but not share) personal information (as defined in the Protection of Personal Information Act 4 of 2013) of each participant for communication and statistical purposes. Any personal data submitted to Promoter in connection with the competition will be used by the Promoter for the purpose of administering the competition and for marketing purposes where the Participant has consented to this.
- 12.1.37 Subject to paragraph 12.1.36 above, certain personal information of the winner, such as their name and where they reside, may be published on the Promoter's platforms, such as their website and social media channels.
- 12.1.38 The Promoter takes security seriously and takes precautions to keep the personal information secure. The Promoter has put in place appropriate physical, electronic and managerial procedures to safeguard the personal information it collects.
- 12.1.39 The Promoter has no control over the privacy of any emails while in transit from the Participant's email address to the Promoters nominated email address. The Promoter recommends that you do not include any confidential, proprietary or sensitive information in an email. In the unlikely event that the Promoter believes that the security of the personal information in its possession or control may have been compromised, it may seek to notify you of that development. The Promoter will notify the Participant as soon as possible under these circumstances.
- 12.1.40 The use of your personal information is also regulated by the Promoter's privacy policy which is accessible at <http://www.capetown.travel/terms-of-use-privacy-policy-and-disclaimer>.
- 12.1.41 Social media platforms**
- 12.1.42 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social network platform on which the competition may be communicated.
- 12.1.43 By entering this competition you acknowledge that you will also have to agree to be bound by the terms and conditions and terms of use applicable to the relevant social media platform on which the competition is communicated. Please note that such terms and conditions may require you to release the social media platform from any claims arising in connection with the competition or the acceptance and/or use of any of the Prizes.
- 12.1.44 General**
- 12.1.45 The Promoter reserves the right to amend the rules of the competition or to withdraw the competition at any time if circumstances beyond its control make this unavoidable.
- 12.1.46 It is important for the winner to check the terms and conditions of the sponsor(s) of the Prize as they may contain "block out" dates which may apply.
- 12.1.47 These terms and conditions are governed by South African law. The competition is regulated by the Consumer Protection Act 68 of 2008 (the "CPA"). It is not intended that any provision of these terms and conditions contravene any provision of the CPA and therefore all provisions of these terms and conditions must be treated as being qualified, if and to the extent necessary, by the provisions of the CPA to ensure that the provisions of the CPA are complied with.
- 12.1.48 As far as the law allows, neither the Promoters, the sponsors, their respective affiliates, members, nor the directors, officers, employees or agents of the aforementioned, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever which may be suffered as a result of entering this competition, the provision of the Prizes, or any act or omission of any other person. This paragraph 12.1.48 does not purport to limit or exempt the Promoter for any loss directly attributable to its gross negligence. In this regard, to the extent allowed by law and subject to 12.1.47 above, the maximum liability of the Promoter and/or the sponsors to

you, whether in contract or delict for all breaches of these rules and all other events, for claims or causes of action arising, or relating to any contract governed by these rules, shall be limited in the aggregate to R3500.

Paragraph 12.1.48 limits and excludes obligations, liabilities and legal responsibilities which the Promoter and sponsors may have towards the participant and also limits and excludes the participant's rights and remedies against the Promoter, sponsors and other persons.

What paragraph 12.1.48 means is that if you suffer any loss arising from the competition, as far as is allowed by law, you cannot claim more than R3500 from the Promoter and sponsors.

12.1.49

As far as the law allows, by entering into this competition, you agree to indemnify and hold the Promoters, sponsors and their affiliates harmless against any loss, liability, costs, claims and damages of whatsoever nature incurred by the Promoters, sponsors and their affiliates arising out of or in connection with any claim that any use of the submitted images and/or videos infringes the intellectual property rights of third party.

Paragraph 12.1.49 must be read carefully as it limits and excludes obligations, liabilities and legal responsibilities which the Promoter and sponsors may have towards the participant and also limits and excludes the participant's rights and remedies against the Promoter, sponsors and other persons.

In certain instances, the Promoter and sponsors or other persons or entities may be faced with claims for damages or losses caused by you, for example, when you infringe the intellectual property rights of others, who then claim from the Promoter and sponsors. You agree to take on responsibility and liability for losses and damages the Promoter and sponsors or other persons or entities may suffer, as far as the law allows the Promoter and sponsors to pass this responsibility and liability on to you.