

Win a cruise for two with MSC Cruises.

Competition Terms and Conditions.

Terms and conditions:

1. Introduction

1.1 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 33 Hammerslag Way, Foreshore, Cape Town, 8001 and 0861 322 223

1.2 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 info@capetown.travel.

You can access a copy of these terms and conditions at www.captown.travel.

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

2. How long does this competition last?

2.1 The competition runs from **3 February 2023 to 3 March 2023** (the "**Competition Period**").

2.2 No entries will be accepted after 11:59am South African time on **3 March 2023**.

3. How do you enter this competition?

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

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

3.3 To enter this competition, you will be required to:

3.4 follow [@lovecapetown](https://www.instagram.com/lovecapetown) and [@msccruisesofficial](https://www.instagram.com/msccruisesofficial) on Instagram and complete the online entry form at the link in our bio.

3.5 The Promoter 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.

4. Who can enter this competition?

4.1 You are entitled to enter this competition if you are over the age of 18. Parents or legal guardians may submit video content on behalf of minors.

4.2 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.

4.3 Professional videographers and video production companies may not enter as it may have an unfair advantage.

5. What is the Prize?

- 5.1 The Prize is provided by MSC Cruises.
- 5.2 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.
- 5.3 The Prize includes:
- 5.4 local 4-night cruise with MSC Cruises.
- 5.5 The Promoter reserves 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's control.

6. Winners

- 6.1 The winner of the Prize will be chosen by a panel of judges at Cape Town Tourism by no later than **6th March 2023**.
- 6.2 The winner will be announced on or **6 March 2023, 15:00** via the email address provided in the online entry form. The Promoter 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.
- 6.3 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 **9th March 2023**, such winner will forfeit his/her Prize and the Promoter reserves the right to reselect such Prize.
- 6.4 Once the winner has been contacted by the Promoter, the winner has 1 (one) day 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.
- 6.5 After contacting and acceptance by the winner in accordance with 6.2 to 6.4, the winner will be announced on *Facebook, Instagram and Twitter*.
- 6.6 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.

7. What do we do with your personal information?

- 7.1 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.
- 7.2 Subject to paragraph 7.1 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.
- 7.3 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.
- 7.4 The Promoter has no control over the privacy of any emails while in transit from the Participant's email address to the Promoter's 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.
- 7.5 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>.

8. Social media platforms

- 8.1 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.
- 8.2 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.

9. General

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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 9.4 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 9.3 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 9.4 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 9.4 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.

- 9.5 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 9.5 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.

