

## **TERMS AND CONDITIONS**

1. By entering the competition, all participants and winners agree to be bound by these competition rules and consent that their personal information be used by the organiser and shared with the organiser's service providers for purposes of the competition and related identification.
2. The competition runs from 17 September 2018 to 28 October 2018.
3. The winning choir will be chosen based on the highest number of USSD votes only and contacted telephonically.
4. The winning choir will be announced on the Old Mutual National Choir Festival Facebook page.
5. One choir will win the Audience Choice Award which includes R7000 in a Money Account.
6. One member of the winning choir must own an Old Mutual Money Account. If they do not have a Money Account, they will need to open one to redeem the money.
7. Employees, directors and their immediate families, employees who are directly involved in organising this competition and their immediate families, agents, contractors and consultants of the Old Mutual Group, any of its associates, merchandisers, advertising, promotional and PR agencies, associates or business partners are not permitted to participate in this competition.

### **General rules**

8. The right of admission into this competition lies solely with the organiser and is non-negotiable.
9. The prize cannot be sold or transferred to any person other than the winner.
10. The winner will accept the prize as is, at their own risk.
11. The participant will indemnify and hold the organiser harmless in respect of any failure by it to comply with the Terms and Conditions; in the event of the participant being a winner, use the prize/s entirely at its own risk and will indemnify and hold the organiser harmless for any accident, injury, harm, death, damages, costs and/or loss sustained by a participant as a result of the possession or use of prize/s won in the competition; for any loss, damage, harm or injury which the prize winners may sustain as a result of any claim which may be made against it by any third party, whilst participating in this competition.
12. Old Mutual, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors are indemnified against any loss or damages, either direct, indirect, consequential or otherwise, arising from its participation in this competition. Prior to the prize, the organiser may require you to sign such an indemnity.
13. If the organisers are required by any legislation, the Minister of Trade and Industry, or the National Lotteries to alter any aspect of the competition or to terminate the competition as a result of changes in legislation, the organisers will have the right to terminate this competition with immediate effect and without notice of such. In such event, all participants hereby waive any rights which they may have against the

organisers and acknowledge that they will have no recourse or claim of any nature whatsoever against the organisers, its agents, contractors and/or sponsors.

14. The organiser may amend, modify or change these terms and conditions in its sole and absolute discretion without notice. These changes will take effect from the date of publication on the website. By participating or continuing to participate in the competition, you agree and understand that you will be bound by the amended terms and conditions.

15. The organiser's decision will be final and binding, and no correspondence will be entered into.

16. The organisers may refuse to award any prize to a participant if there is suspicion of any irregularities or fraudulent activities. The organiser reserves the right to then award the prize to the next randomly drawn participant.

17. The organiser is not responsible for any costs the winner may have when claiming or using the prize.

18. The organiser reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the competition will not bring the organiser or any of the organiser's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the competition as determined by the organiser in its sole discretion.

19. At the organiser's request, winners will have the option of participating in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. They consent to the organiser using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in promotional material or in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome) and promoting any products manufactured, distributed and/or supplied by the organiser.

20. The organiser will use its reasonable efforts to contact the winner telephonically. If the organiser cannot contact a prize winner after these efforts, that person will lose his or her right to the prize and will forfeit the prize. The organiser reserves the right to then award the prize to the next randomly drawn participant.

21. If for any reason any prize winner is not eligible to win the prize, that person will lose his or her right to the prize and will forfeit the prize. The organiser reserves the right to then award the prize to the next randomly drawn participant.

22. The organiser assumes no responsibility whatsoever for any entry that has been left out from participation for any reason.

23. The organiser reserves the right to withhold any prize until it is entirely satisfied that the claimant of the prize is the bona fide winner.