



'Christmas Under the Sun' Competition 2024 **Terms and Conditions**

OVERVIEW

COMPETITION

GRAND PRIZE DRAW: Purchase any item from ACSA's promotional catalogue, write your full name and cellphone number on the back of your participating till slip, and drop your till slip into the designated competition entry boxes located at the retail stores to enter the national grand prize draw to win a local getaway for two within the borders of South Africa!

- **GIVEAWAY:** Shop and Win 1 of 3 Local Getaways for two within the borders of South Africa to the value of R50 000 (fifty thousand rand).
- **ENTRY MECHANICS:** Purchase any item from ACSA's promotional catalogue, write your full name and cellphone number on the back of your participating till slip, and drop your till slip into the designated competition entry boxes located at the retail stores.

GIFT WRAPPING

- **GIVEAWAY:** Free gift wrapping.
- **ENTRY MECHANICS:** Spend R250 (two hundred and fifty rand) or more at any retail shop and have your gift wrapped for FREE at the designated wrapping station!

IMPORTANT NOTICE

- These competition rules contain certain terms and conditions that appear in a similar text style to this clause and which:
 - may limit the risk or liability of Airports Company South Africa SOC Limited ("ACSA") or a third party; and/or
 - may create risk or liability for the entrant; and/or
 - may compel the entrant to indemnify the promoter or a third party; and/or
 - serves as an acknowledgment, by the entrant, of a fact.
- The participant's attention is drawn to these terms and conditions because they are important and should be carefully noted.

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www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: F Zikalala Mvelase (Interim Chairperson), Dr K Badimo, D Hlatshwayo, A Khumalo, G Mancotywa, L Mbotya (Chief Financial Officer), M Mpofu (Chief Executive Officer), Y Pillay, S Sambo, N Siyotula, F Sefara (Company Secretary)



- Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations, as the case may be created for either the participant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
- The participant acknowledges that by submitting his or her entry to the promotional competition he/she has read these terms and conditions before entering and that he/she understands and agrees to the terms and conditions.
- All participants in this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the participants acknowledge these risks and hereby indemnify and hold harmless the participating stores, ACSA, and its airports, namely; O.R. Tambo International Airport, Bram Fischer International Airport, Cape Town International Airport, George Airport, Kimberley Airport, Upington International Airport, King Shaka International Airport, Chief Dawid Stuurman International Airport and King Phalo Airport (and their employees and affiliates) of any and all liability pertaining to any damage, costs, injuries, death, and losses of whatever nature sustained as a result of their participation in the promotional competition and related events and activities.
- By entering the promotional competition, the participant gives consent to opt in to receive further promotional material from ACSA.

THE PROMOTIONAL COMPETITION

- This promotional competition opens on 01 December 2024 at 05h00 and closes on 2 January 2025 at 20h00 ("competition period"). No late entries received will be considered.
- The destination of the giveaway of the promotional competition is at the sole discretion of ACSA.
- The giveaway is subject to availability, is non-transferable, and may not be exchanged for cash.
- The giveaway can only be claimed or redeemed after the participant has been notified and all mandatory checks are done.
- Should the winner choose to travel to a different airport to redeem their voucher, any associated travel costs will be the winner's responsibility. These costs will not be covered in any way whatsoever by ACSA.

To enter the promotional competition and redeem the prize each participant must:

- Purchase any item from ACSA's promotional catalogue.
- Write their full name and cellphone number on the back of their participating till slip.
- Drop their till slip into the designated competition entry boxes located at the retail stores.

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RULES OF THE PROMOTIONAL COMPETITION

- The promotional competition only includes Landside Domestic and the International Departures Mall stores for the international airports. For national airports, the competition includes the Domestic Mall stores only. The prize includes 1 of 3 local getaways within the border of South Africa only.

In order to qualify as an entrant for this promotional competition, the following requirements must be met:

- The participant must be 18 years old or older at the time of entering the promotional competition.
- The participant must be a South African citizen.
- The participant must have a valid South African ID.
- The participant cannot be a juristic entity and must be a natural person.
- By entering the promotional competition, the participant hereby warrants that all information submitted is true, current, and complete.
- The promotional competition is only open at the following airports of ACSA: OR. Tambo International Airport, Bram Fischer International Airport, Cape Town International Airport, George Airport, Kimberley Airport, Upington International Airport, King Shaka International Airport, Chief Dawid Stuurman International Airport, and King Phalo Airport at the respective Landside Domestic and International Departures Mall participating retailers.
- The promoters, ACSA, any entity in ACSA or Companies, stakeholders, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotion, or any other person who directly or indirectly controls or is controlled by the above-named parties and their respective spouses, life partners, business partners or immediate family members **are not permitted to participate** in this promotional competition.

WINNER SELECTION AND REWARD

- The successful entrants will be contacted within **30 (thirty) working days** of the entries closing.
- The winner is solely dependent on the participant submitting their participating till slip by dropping it in one of the designated entry boxes located at the retail stores during the competition period.
- ACSA solely reserves the right to disqualify a winner and to retain the prize if he/she does not claim his/her prize within 30 (thirty) working days of the winner being contacted.

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- ACSA reserves the right to amend the terms and conditions, as well as to terminate the promotional competition in its entirety at any time without prior notice and at its sole discretion. In the event of such termination, all participants agree to waive any rights that they may have in terms of the promotional competition and acknowledge that they will have no recourse against ACSA, sponsors or any third-party.
- Prizes are not transferable and may not be deferred, changed, or exchanged for cash or any other item or size.
- The participant must possess whatever documents and permissions that may be required to accept and use a prize, including, as regards international travel, a valid passport and all necessary visa and travel documentation, which documents and permissions are the responsibility to obtain at the participants own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.
- The winners will be notified through the contact details provided to ACSA. If ACSA or a third-party supplier is, unable to contact a winner within three (3) working days or if the winner is unable to collect the prize within 30 (thirty) working days, the winner will forfeit the prize and ACSA reserves the right to re-draw a new winner under the same conditions.
- ACSA may invite the participant to be present when the prize winners are determined or announced, to participate in any of our marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of our goods or services, for which no fee, royalty or other compensation will be payable. The participant/winner may decline such an invitation.
- ACSA may publish the names of the participants and winners on any of its communication platforms.
- ACSA may require the winner to provide ACSA with such additional information and documentation as ACSA may reasonably require processing, confirming, and facilitating the winner's acceptance and/or use of a prize. If the winner refuses to provide ACSA with the requested information or documentation, the winner will forfeit the prize.
- All correspondence regarding the prize must be directed at the supplier of the prize. ACSA will not be responsible for any further correspondence, harm, damage, loss, or claim relating to the provision of any element of the prize.
- ACSA and its third-party suppliers reserve the right to vary, postpone, suspend, or cancel the competition and any prizes, or any aspect thereof, without notice at any time, for any reason that ACSA and its third-party supply deem necessary at their own discretion. In the event of such variation, postponement, suspension, or cancellation, the participant agrees to waive any rights, interests, and expectations that the participate/winner may have in terms of this competition and acknowledge that the participant/winner will have no recourse against ACSA, its affiliates, and third-party suppliers.
- Participants agree that their participation in the competition, and their acceptance and/or use of a prize, or any aspect thereof, is at their own risk. ACSA and ACSA's affiliates will

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not be responsible, and disclaim all liability, for any loss, liability, injury, expense, or damage (whether direct, indirect, incidental, punitive, or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by their participation in the competition or the acceptance and/or use by them, or their partner (if applicable) or third party, of any prize, or by any action taken by ACSA or any of its affiliates in accordance with the terms and conditions

- In the event of the participant's death, their family, dependents, heirs, assignees, or any other beneficiaries of their estate, indemnify and hold ACSA and its affiliates harmless against any claim by the participant, their partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whatsoever.

DATA PRIVACY/SECURITY

- ACSA and the competition sponsor(s) will be considered co-responsible parties (co-controllers) in terms of POPIA. Personal Information will not be shared with any third party and will only be used to fulfil the requirements of the competition and marketing by both parties, subject to the participants data subject rights as set out in ACSA's Privacy Notice on ACSA's website.
- Information will only be kept as stated in the Privacy Notice (for ACSA), the participants must visit the sponsor's website for more information regarding their information practices. To opt-out from additional information, the participant must use the webform available on the Privacy Notice.
- If the participant uses a mobile phone or any other personal device for entry into the competition, the telephone calls/text messages/data that the participants use will be charged at the prevailing rates, which may vary from time to time. "Free" minutes under a cell-phone contract do not apply.
- ACSA and its affiliates are not responsible for any injury or damage to the participant's or any other person's computer, mobile telephone, or other device used by them to enter into or obtain any materials related to the competition.
- It is the participants' responsibility to ensure that any information which they provide to ACSA is accurate, complete, and up to date. Should any of the data provided by the participant in connection with this Competition, or any of ACSA's other Promotional Competitions, prove to be invalid, inaccurate, false, or misleading, the participants' entry shall be disregarded, and they shall be prohibited from entering any further ACSA Promotional Competitions for a set period to be determined by ACSA.
- Information regarding the competition that is published on authorized advertising material will also form part of the Terms and Conditions of the competition.

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- Winners will be required to complete a “Notification to Data Subject and Consent When Collecting Personal Information in Terms of Section 18 of POPIA” form upon being selected.

GENERAL

- By entering the promotional competition in accordance with its terms and conditions, the participant is entering a promotional competition for the purposes of the Consumer Protection Act, 2008 ("CPA") and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should the participant win a prize in the promotional competition, they undertake to expeditiously do all things necessary to enable the promoter/sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be required to facilitate handing over the prize (including providing proof of address and identity number) if necessary and (ii) signing receipt of the prize upon its delivery, if deemed necessary.
- ACSA, the sponsors, and the participating stores cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to entries lost, damaged or delayed as a result of server functions, technical issues, virus, bugs, or other causes outside ACSA's, the sponsors, and the participating stores' control.
- The Competition Rules will be governed by the laws of the Republic of South Africa and any and all disputes will be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.
- The winner may be requested to take part in the Promoter's publicity campaigns or to allow their names and likenesses to be used by the ACSA for promotional purposes. The winner is, however, entitled to decline such a request.
- Any queries in this regard, and a copy of these rules can be found at www.airports.co.za

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