

THATHA ZONKE TS & CS

In order to promote its services, Ticketpro (Hereinafter referred to as the “Promoter”), is conducting the promotional competition.

By entering the promotional competition, you agree to be bound by these Terms and Conditions.

1. Who may enter (Hereinafter referred to as the “Entrant”) the promotional competition?
 - 1.1 An Entrant must be at least 18 (Eighteen) years of age or have their guardians’ consent to enter the promotional competition.
 - 1.2 If the Entrant does not own the handset from which he/she is entering the promotional competition, the Entrant must ensure that he/she has the billpayers express consent prior to entering the promotional competition.
2. Who may not enter the promotional competition?
 - 2.1 Directors, members, partners, employees, agents, contractors and consultants of the Promoter and any other person who directly or indirectly controls or is controlled by the Promoter, as well as any person who supplies goods or services in connection with the promotional competition, and all of the aforementioned persons’ immediate families and life partners may not enter the promotional competition and shall not be eligible to be awarded any prizes in the promotional competition.
3. Promotional competition period
 - 3.1 The promotional competition starts on the Monday 14 August 2023 and closes at midnight on the 14 August 2024 (Hereinafter referred to as the “Promotional Competition Period”), however the Promoter reserves its rights, to the fullest extent permitted by law, to amend, extend and/or curtail, at its sole discretion, the Promotional Competition Period.
 - 3.2 Entrants who attempt to enter the promotional competition after it has closed will be notified that their entry has been unsuccessful as a result of the Promotional Competition Period having expired.
 - 3.3 The Promoters will endeavour, wherever reasonably possible, to notify unsuccessful Entrants for a period of 30 (Thirty) days after the expiration of the Promotional Competition Period, that their entry was unsuccessful.
4. How to enter the Promotional Competition
 - 4.1 Dial the USSD number *120*1501#.
 - 4.2 You will receive a reply confirming your entry into the competition and be given the option to enter again.
5. Charges to enter

5.1 Entry into the promotional competition is – purchasing any ticket through ticketpro, however standard network data fees may be charged by your network service provider when visiting the URL or entering via USSD R1,50 per minute.

6. Draw and Prizes

6.1 All Entrants who enter the competition via USSD or on the THATHA ZONKE -TICKETPRO website or USSD and successfully complete the online information form shall go into the daily random draw to receive a prize.

6.2 Daily winners shall be selected from the Entrants at random using specialised software designed for this purpose.

7. Notification of winners

7.1 The Promoter will use its best reasonable efforts to contact the winners to inform them.

8. General

8.1 The winning Entrant may also have to comply with any applicable validation procedures, if any and as may be reasonably required by the Promoter from time to time, in order to claim the prize

8.2 If the winning Entrant is under the age of 18 (Eighteen) years of age at the time the prize is awarded to him/her, then the prize will be awarded to his/her legal guardian, who will be required to retain same for the benefit of the winner.

8.3 The Promoter shall not be liable for any costs incurred by any winning Entrant in claiming or utilizing the prize

8.4 At the end of the Promotional Competition Period, all of the Promoter's obligations in regard to the promotional competition as well as in regard to the prizes shall terminate.

8.5 The Promoter expressly reserves its right to substitute, at its sole and unfettered discretion, the prize with another prize of similar commercial value.

8.6 The winner of the prize may not substitute same for a cash value unless expressly agreed to by the Promoter, however notwithstanding this, the Promoter reserves its rights to substitute, in its discretion, the prize for a cash value should same be required for any reason whatsoever.

8.7 In the event of a dispute with regards to any aspect of the promotional competition and/or these Terms and Conditions, the Promoter's decision will be final and binding and no correspondence shall be entered into therewith.

8.8 The Promoter is entitled, in its sole and unfettered discretion, to reject any entry or Entrant if it believes that there has been any irregular, fraudulent and/or mala fide

conduct by, or on behalf of, such Entrant, and will not be obliged to notify Entrants of entries that are rejected.

- 8.9 All valid entries into the promotional competition have an equal chance of winning the prize as determined by the random draw.
- 8.10 The Promoter may refuse to award the (include Prize) if any validly prescribed entry procedures or these Terms and Conditions have not been adhered to, or if it detects or reasonably suspects any irregularities and/or male fide and/or fraudulent practices by, or on behalf of, any person claiming the prize
- 8.11 If the promotional competition is held to be, or becomes unlawful, or if the Promoter is required by any valid governmental organisation to alter any aspect of the promotional competition, then to the full extent permitted by law, the Promoter reserves the right to suspend or terminate the promotional competition immediately and without notice, in which event all Entrants agree to waive any rights that they may have in terms of the promotional competition and accept that no recourse will lie against the Promoter.
- 8.12 An Entrant may obtain a full copy of these Terms and Conditions by emailing the Promoter at KristenF@blts.co.za
- 8.13 This promotional competition is a lawful promotional competition as contemplated in Section 36 of the Consumer Protection Act of 2008.
- 8.14 The Promoter is a member of the Wireless Application Service Providers Association of South Africa (“WASPA”) and is bound by the WASPA Code of Conduct. Entrants have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. The Promoter may be required to share information relating to the promotional competition or the Entrant with WASPA for the purpose of resolving a complaint. WASPA web site: www.waspa.org.za.
- 8.15 The Entrant, by participating in the promotional competition, and/or visiting the URL, and/or completing the online information form, agrees that the personal information obtained as a result thereof, may be utilised by the Promoter for purposes of direct marketing of the Promoters, and/or its associated partners, various subscription services and/or other services and products, and the Entrant accordingly expressly agrees thereto in accordance with the consent requirements set out in the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time, the contents of which the Entrant expressly confirms he/she is aware.

9. Non-Liability

9.1 To the full extent permitted by law:

- 9.1.1 The Promoter, including inter alia, its associated companies, agents, contractors, consultants and employees, shall not be liable for any technical errors and/or failures affecting participation in, or the running of, the promotional competition, howsoever arising.
- 9.1.2 The **Promoter**, including inter alia, its associated companies, agents, contractors, consultants and employees, assume no liability whatsoever for any direct or indirect

loss or damage, including consequential losses, death or injury arising from participation in the promotional competition.

- 9.1.3 The Promoter assumes and/or accepts no liability whatsoever for any entry that has been omitted from participation for any reason whatsoever.
- 9.1.4 The Promoter may in its sole discretion amend these Terms and Conditions at any time, without notice.
- 9.1.5 The Promoter reserves the right to cancel, suspend or terminate this promotional competition, without notice at any time, and no liability shall lie against the Promoter, in favour of any Entrant or third party arising from such cancellation, suspension or termination.

Promoters Details:

Ticketpro
www.ticketpros.co.za
Kristen@blts.co.za