

## **Incolabs – Tropitone Summer Promotion**

### **Terms and Conditions:**

The terms and conditions below are applicable to this Competition (“**Rules**”) run by Incolabs, and/or its agencies (collectively, the “**Organisers**”).

Copies of these Rules are available online at [www.tropitone.co.za](http://www.tropitone.co.za) (“**Website**”).

The Organisers may in their sole discretion amend these Rules at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised Rules on the Website.

This Campaign Terms and Conditions override any advertising collateral and is the final agreement between the promoters.

#### **1. Competition Period**

The Competition commences **01 February 2016** and ends at midnight on **30 April 2016** (“**Competition Period**”). No entries will be permitted after the end of the Competition Period.

#### **2. Eligible entrants**

- 2.1. In order to be eligible for participation in this Competition, an entrant must:
  - 2.1.1. be a citizen or permanent resident of South Africa; and
  - 2.1.2. be over 18 years of age

#### **3. Entry into the Competition**

- 3.1. In order to enter the Competition, the entrant shall be required to:
  - 3.1.1 Purchase a promotional Tropitone Product.
  - 3.1.2. Enter the competition by sending the unique code found on the neck tie via the USSD line **dial \*120\*3621#**
- 3.2. Each entrant is limited to 3 entries per unique cell phone number per day

#### **4. Nature of Prize and Prize allocation**

- Each entrant will stand a chance of winning one of thirty weekends away for 4 people sharing
- The Weekend Holiday Package entitles a group of 4 people to three nights (3 nights) holiday in a self-catering accommodation in a selection of destinations, subject to the chosen destination and dates being available.
- The Weekend Holiday Package is redeemable between 1 May 2016 to 30 April 2017
- The accommodation must be booked before the validity end date of the offer.
- Upon completion of the booking, an e-mail confirmation will be sent to you detailing your booking details. This document must be presented when checking-in to the resort. TLC Marketing Worldwide, the promoter and its authorized agents cannot accept any liability for any failure to present proof of reservation at the resort by the customer when checking in, which may result in refusal to accept the reservation.
- All accommodation is strictly subject to promotional availability. Availability will be very limited during school, religious and public holidays which are considered peak season.
- The accommodation provided is fully furnished and equipped. You will be informed of any other requirements and costs prior to confirming your booking.

- Resorts often have on-site facilities although there is no guarantee these will be available all year round.
- All additional costs incurred during the stay such as meals, telephone calls, television/films and mini bar bills must be paid on departure. On arrival, your card details will be taken by the venue. All costs incurred during the stay will be charged to this card when you check out at the end of your stay, excluding costs covered by TLC Marketing Worldwide.

## 5. Restrictions

- 5.1. Prizes cannot be redeemed for cash in part or whole and is non-refundable and non-exchangeable and the Organisers reserve the right to substitute any prize with another prize of similar value.
- 5.2 The Organisers do not guarantee any buy-back of any of the prizes given away in the promotion

## 6. How to enter the competition

- 6.1 The participant will enter the competition by USSD platform – **dial \*120\*3621#** and follow the prompts (cost of the call is R1.50 per minute)
- 6.2 Participants will then receive a response SMS to say that they have been entered into the competition to win one of thirty weekends away for 4 people
- 6.3 No written or any other methods of entry will be accepted other than the methods mentioned in the points above.

## 7. Winners

- 7.1. The winners will be selected by means of an audited random draw conducted once the Promotional Period is closed.
- 7.2 The Organisers' decision will be final and binding and no correspondence or negotiations will be entered into
- 7.3 Each Winner will be notified telephonically by TLC Marketing.

## General terms

Without detracting in any way from the Competition Rules, the following general provisions shall be applicable to these Rules.

The promoter/s of this Competition are the Organisers. The Organisers will interpret the Rules in their sole discretion and reserve the right to amend the Rules at any time in accordance with the provisions contained in these Rules.

By entering and participating in the Competition, you agree that the Organisers may collect and process your personal information for purposes of this Competition.

The Organisers, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with this Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Competition.

**IN THE EVENT OF A DISPUTE, THE DECISION OF THE ORGANISERS WILL BE FINAL AND BINDING AND NO CORRESPONDENCE WILL BE ENTERED INTO. IN THIS REGARD AND FOR FURTHER CLARITY, THE ORGANISERS SHALL BE ENTITLED TO DEAL WITH SUCH DISPUTES (OR ANY FAILURE BY ENTRANTS TO FOLLOW THE RULES) IN THEIR SOLE DISCRETION, INCLUDING THAT THE ORGANISERS SHALL BE ENTITLED, IN ADDITION TO ANY OTHER RIGHTS WHICH THE ORGANISERS MAY HAVE IN TERMS OF THESE RULES, TO IMMEDIATELY DISQUALIFY ENTRANTS FROM THIS COMPETITION. BY ENTERING THE COMPETITION AND/OR ACCEPTING ANY PRIZE, THE ENTRANTS, USERS AND/OR WINNERS HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE ORGANISERS (INCLUDING THEIR SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES), THEIR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND CONTRACTORS (THE "ORGANISER PARTIES")**

**FROM AND AGAINST ANY ACTIONS, CLAIMS AND/OR LIABILITY FOR INJURY, LOSS, DAMAGE, EXPENSE, CLAIM OR DAMAGES OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE COMPETITION, AND/OR THE USE, ACCEPTANCE OR POSSESSION OF A PRIZE, AND/OR PARTICIPATION (OR NON-PARTICIPATION) IN A PRIZE-RELATED ACTIVITY.**

Entrants who, in the Organisers' sole determination, act unlawfully, fraudulently, in breach of these Rules or otherwise dishonestly may be disqualified from participating in the Competition and shall not be eligible to win any prize.

TLC Marketing Worldwide is not responsible for any reward misrepresentation (written or verbal) on warranties by anyone / group other than TLC Marketing Worldwide

**ADDITIONAL TO ANY OTHER RIGHTS CONTAINED IN THE COMPETITION RULES, THE ORGANISERS RESERVE THE RIGHT TO TERMINATE THE COMPETITION AT ANY TIME WITH IMMEDIATE EFFECT. IF THIS IS THE CASE, THE ORGANISERS WILL PROVIDE A NOTICE ON THE WEBSITE AND IT SHALL BE THE RESPONSIBILITY OF ENTRANTS TO REVIEW SUCH WEBSITE IN THIS RESPECT. IN SUCH EVENT, ALL ENTRANTS HEREBY WAIVE ANY RIGHTS WHICH THEY MAY HAVE AGAINST ANY OF THE ORGANISER PARTIES AND ACKNOWLEDGE THAT THEY WILL HAVE NO RECOURSE OR CLAIM OF ANY NATURE AGAINST THE ORGANISER PARTIES.**

**THE ORGANISERS ARE NOT LIABLE FOR ANY TECHNICAL FAILURE THAT MAY RESULT IN AN ENTRY NOT BEING SUCCESSFULLY SUBMITTED. ANY PRIZE IS ACCEPTED BY A WINNER AT HIS/HER OWN RISK AND THE ORGANISERS ARE NOT LIABLE, AT ANY TIME, FOR ANY DEFECT IN THE PRIZE.**

The duration of this Competition may also be extended or curtailed at the sole discretion of the Organisers. If this is the case, the Organisers will provide notice of this on the Website. All Competition queries must be directed to TLC Marketing Worldwide on 011 676 7702 between 08:30 to 16:30 weekdays.

### **EXCLUSIONS AND OTHER IMPORTANT TERMS**

1. 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 ("**CPA**").
2. By entering the Programme in accordance with its terms, Participants acknowledge that the Programme will be managed in accordance with the provisions of the CPA. Qualifying participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the reward
3. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.