

# Terms And Conditions

## DINERS CLUB SOUTH AFRICA PROPRIETARY LIMITED (“DINERS CLUB/WE/US/OUR”) GENERAL TERMS AND CONDITIONS (“TERMS”) IN RESPECT OF THE PRO - AM REGIONAL QUALIFYING TOURNAMENT (“COMPETITION”)

**Please read the Terms carefully and pay special attention to the clauses that are in bold, as they may exclude or limit our liability (responsibility) to you.**

- 1.1. We are the promoter of the Competition. Any reference to we/us/our includes our directors, members, agents or consultants, where the context allows for it.
- 1.2. You are not eligible to participate in this Competition if:
  - 1.2.1. you are a director, member, employee, agent or consultant of ours; or
  - 1.2.2. you are an immediate family member of any of the persons specified in clause 1.2.1;
  - 1.2.3. you are not in good standing with and/or have breached any terms and conditions of any Diners Club products and/or services which you are registered for; or
  - 1.2.4. you are a supplier of any goods or services under this Competition.
- 1.3. These terms and conditions are governed by the Consumer Protection Act 68 of 2008 and will apply to this Competition and all other information relating to this Competition (including any promotional or advertising material that is published).
- 1.4. By entering this Competition, you are bound by these Terms.
- 1.5. We reserve the right to amend these Terms.
- 1.6. We must process your personal information to validate your entry and if you are a Prize winner, to make the Prize available to you. By entering this Competition, you consent to us processing your personal information for this purpose. If you do not consent, please do not enter this Competition.
- 1.7. We may declare the Prize forfeited and we may choose a new Prize winner, if:
  - 1.7.1. a Prize winner’s entry is not valid.
  - 1.7.2. a Prize winner has breached these Terms.
  - 1.7.3. a Prize winner is not Diners Club member.
  - 1.7.4. a Prize winner cannot be contacted or does not accept the Prize within 14 days from the date that the Prize winner was notified about the Prize.
  - 1.7.5. a Prize winner gives up the Prize or we determine that the Prize winner has given up the Prize.
  - 1.7.6. a Prize winner is not fully vaccinated and/or does not submit official proof of vaccination to Diners Club.
- 1.8. If there is a dispute in respect of these Terms or the Competition, our decision is final and binding and no correspondence will be entered into.

- 1.9. If the Prize winner agrees to it, we may publish their name and/or photo in any internal or external advertising or promotional material for 12 months from the date on which the Prize winner accepts the Prize. We will determine the nature and distribution of these materials. If a Prize winner does not consent to the publication of their name and/or photo, this does not affect them receiving the Prize.
- 1.10. The Prize may not be exchanged for any other item. We do however reserve the right to substitute the Prize with any other prize of a similar commercial value.
- 1.11. We are not responsible for a failure of any technical element in the Competition which may result in your entry not being successfully submitted and/or a Prize winner not successfully receiving or taking up a Prize. Once a Prize winner accepts a Prize, such Prize winner accepts such Prize at their own risk.
- 1.12. We are not responsible for any loss or damage which you and or any third party may suffer as a result of your participation in the Competition and/or taking up a Prize.
- 1.13. If required by the Minister for Trade and Industry, the National Consumer Commission or for any other reason, we can end this Competition immediately with or without notice to you. If this happens, you waive (give up) any rights, which you may have against us and you will have no claim against us.
- 1.14. The prize excludes items such as other meals, personal expenses ie dry cleaning, bar bills, bar fridge and is subject to terms and conditions of the third-party service providers. Excluded items will be for the winner's own account.
- 1.15. The Prize winners must be available for travel between 2 October 2022 and 6 October 2022. Should the Prize winner choose to extend his/her stay, it will be for the Prize winner's account including but not limited to accommodation and additional costs for amendments to flight bookings.
- 1.16. Prize winners must be fully vaccinated in order to take up the Prize and will be required to submit official proof of vaccination to Diners Club no later than 30 June 2022. If the Prize winner does not comply with this requirement, the provisions of clause 1.7 will apply.
- 1.17. Entry to partake in the regional qualifier is on a first come, first served basis.
- 1.18. You must have an official handicap index through Golf RSA and your HNA handicap number must be provided with the entry to be eligible for the prize.
- 1.19. The maximum official calculated course handicap will be 24 for Men and 30 for Women.
- 1.20. Diners Club members need to enter their scores within 72 hours of the qualifier in their respective region.
- 1.21. Diners Club members can only enter one of the regional qualifiers.
- 1.22. The registration form and invitation are not transferable.
- 1.23. Prize Winners need to be present at the prize-giving ceremony to receive their prizes, should the prize winners not be present at the prize-giving ceremony, the prizes will be forfeited, and the prize will go to the next in line.
- 1.24. Diners Club regional winners need to arrange their own visa's should the destination of the Pro Am Classic final require this. This will be for the winner's own account.