

# Terms And Conditions

## DINERS CLUB SOUTH AFRICA PROPRIETARY LIMITED (DINERS CLUB/ WE/US/OUR) TERMS AND CONDITIONS (TERMS) FOR THE DINERS CLUB INSTAGRAM COMPETITION (COMPETITION)

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

### 1. DURATION

- 1.1. The Competition starts at 00:00 on Monday 20 February 2023 and ends on Friday 17 March 2023 at 23:59 (**Competition Period**).

### 2. REQUIREMENTS

To qualify for the Competition, you must:

- 2.1. permanently reside in the Republic of South Africa; and
- 2.2. be 18 years or older.

### 3. HOW TO ENTER

- 3.1. "Like" the Diners Club Instagram page, tag a friend and ensure that your friend "likes" our Instagram page during the Competition Period and you will receive one entry into the Competition.
- 3.2. You may only submit one entry into the Competition during the Competition Period.
- 3.3. There are no forms to fill in and once you meet the requirements set out in clause 2 above and this clause 3, you will automatically be entered into the Competition.

### 4. PRIZES

One person stands the chance to win 1 OBAKU watch (**Prize**).

### 5. GENERAL

- 5.1. We are the promoter of the Competition. Any reference to **we/us/our** includes our directors, sponsors, agents or consultants, where the context allows for it.
- 5.2. You cannot participate in the Competition if:
  - 5.2.1. you are a director, employee, agent or consultant of Diners Club or
  - 5.2.2. you are an immediate family member of any of the persons specified in clause 5.2.1; or
  - 5.2.3. you are a supplier of any goods or services under the Competition.
- 5.3. These Terms are governed by the Consumer Protection Act 68 of 2008.
- 5.4. These Terms apply to the Competition and all information relating to the Competition (including any promotional or advertising material that is published).
- 5.5. By entering the Competition, you are bound by these Terms.
- 5.6. We reserve the right to amend these Terms.**
- 5.7. 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 the Competition, you consent to us processing your personal information for this purpose. If you do not consent, please do not enter the Competition.**
- 5.8. We will choose a Prize winner through a lucky draw conducted by our risk governance department on 20 March 2023 at 30 Baker Street, Rosebank, 2196. The first valid entry drawn will win the Prize.
- 5.9. We or an authorised representative will notify the Prize winner via Instagram no later than 7 days after the draw and arrangements will be made to courier the Prize to the Prize winner.
- 5.10. We may declare the Prize forfeited (lost) and we may choose a new Prize winner, if:**

**5.10.1. a Prize winner's entry is not valid.**

**5.10.2. a Prize winner has breached these Terms.**

**5.10.3. a Prize winner cannot be contacted or does not accept the Prize within 3 days from the date that the Prize winner was contacted about the Prize.**

**5.10.4. a Prize winner gives up the Prize or we determine that the Prize winner has given up the Prize.**

- 5.11. If there is a dispute in respect of these Terms or the Competition, our decision is final and binding.
- 5.12. 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, the Prize winner will still receive the Prize.
- 5.13. The Prize may not be transferred from you to any other person and may not be exchanged by you for any other item. We do however reserve the right to substitute the Prize with any other prize of a similar commercial value.
- 5.14. We are not responsible if your entry is not successfully submitted or a Prize winner does not successfully receive or take up a Prize for any reason, including a technological failure.**
- 5.15. We are not responsible for any loss or damage which you or any third party may suffer as a result of you participating in the Competition or accepting a Prize.**
- 5.16. If required by the Minister for Trade, Industry and Competition, the National Consumer Commission or for any other reason, we can end the 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.**
- 5.17. Nothing in these Terms prevents you from approaching the National Consumer Commission or any other relevant authority to obtain relief.**