



## **PPS Short-Term Insurance Competition Terms & Conditions**

### **1. Introduction**

- 1.1 PPS Short-Term Insurance (hereinafter referred to as "the Promoter") is a company incorporated in the Republic of South Africa and the Promoter's registered address is 7 Anerley Road, Parktown, 2193.
- 1.2 The Promoter has launched a promotional competition named Win An Advanced Driving Course (hereinafter referred to as "the Competition").
- 1.3 This Competition commences on 1 August 2019 and ends on 30 September 2019 (hereinafter referred to as the Promotional Period).
- 1.4 The Promoter reserves the right to alter, amend or cancel the Competition in its entirety and/or in its value. Any amendments, alterations or any other wording relating to the Competition will be interpreted by the Promoter only. In the event of an amendment, alteration and/or cancellation, the Promoter will not compensate any individual for any reason whatsoever.

### **2. Participants**

- 2.1 Any person who decides to enter the competition (hereinafter referred to as "the Entrant") agrees that they have read and understand the Terms and Conditions of this competition as set out herein and are binding on the Entrant in their personal capacity.
- 2.2 The Entrant cannot be a juristic entity and must be an individual.

### **3. Competition Eligibility**

To qualify as an Entrant:

- 3.1 The Entrant must live in the Republic of South Africa.
- 3.2 The Entrant must be 18 years or older.
- 3.3 The Entrant must provide correct and full personal contact details, as required.
- 3.4 The Entrant must be a graduate professional with a four-year degree.



3.5 The Competition is not open to the employees of the Promoters; the immediate families of the employees of the Promoter; the Promoter's advertising and promotion agencies; associated companies; or participating partners/suppliers, owners and staff.

#### **4. Competition Rules**

4.1 These Terms and Conditions and promotion rules contain certain terms and conditions which:

- May limit the risk or liability of the Promoter 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
- Serve as an acknowledgement, by the Entrant, of a fact.

4.2 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 Entrant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

4.3 The Entrant acknowledges that by submitting his or her entry to the promotion he/she has been given an appropriate opportunity to first read these Terms and Conditions before entering and he/she understands and agrees to the Terms and Conditions.

4.4 All Entrants to the Competition participate entirely at their own risk. By reading and accepting these Terms and Conditions, the Entrant hereby indemnifies the Promoter, the Promoter's directors, employees and/or agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the promotion and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.

4.5 The closing date for an entry is midnight (CAT) on 29 September 2019. Winners will be selected in a random drawing from all eligible entries received by the closing date. The Promoter's decision will be final. No correspondence will be entered into.



## **5. Method of Entry**

- 5.1 After having confirmed eligibility to enter as in section 3 of this document, an Entrant must request a quote for insurance by completing the quotation form on the website address. [www.ppshomeandcarinsurance.co.za/competition](http://www.ppshomeandcarinsurance.co.za/competition)
- 5.2 By completing this form, an Entrant is granted one (1) entry into the competition. Multiple (more than 1) requests for a quotation, will not qualify as additional entries into the competition.
- 5.3 To garner a second entry in the competition, an Entrant may opt to take part in the online Survey on the website address <http://pps.flashpanel.net/>
- 5.4 Participation in the Competition constitutes acceptance of the competition rules and Entrants agree to abide by the rules.
- 5.5 Entries will only be accepted if they comply with all entry rules and instructions.

## **6. The Prize**

- 6.1 The winning entries will win an advanced driving course offered by a third party provider.
- 6.2 The prize is final, non-transferrable, and cannot be exchanged for its cash value.
- 6.3 Entrants acknowledge that the prize will be void if not claimed within 30 days of the winner being announced.
- 6.4 The entrants acknowledge that the third party provider is the final authority on provision of the prize, and entrants must meet the provider's own eligibility standards, over which the Promoter has no control.

## **7. Draw Details**

- 7.1 There will be a total of four (4) winners of the Prize as outlined in 6.1, 6.2 and 6.3. They will be selected every second week from the commencement of the competition, by means of a random computer-generated draw on 16 August, 30 August, 13 September, and 27 September, and will take place at the premises of Wetpaint Advertising, 26 Peter Place, Lyme Park, Sandton, 2060.
- 7.2 The Winner will be notified telephonically or via e-mail by the Promoter to claim their prize.



7.3 The Promoter reserves the right to disqualify a Winner/s if they do not respond to the Promoter's notification of the win within 14 days of notification thereof. In such an event, a randomly selected replacement Winner from the Competition entries will be chosen. In such circumstances, the replacement winner shall be contacted by the Promoter and shall be required to respond to the Promoter in the manner set out in such correspondence within 7 days. Should no Winner come forward, the Promoter reserves the right not to select an alternative.

7.4 The Promoter accepts no responsibility for entries lost or delayed in computer error in transit.

7.5 The Promoter accepts no responsibility for any damage, loss, injury, or disappointment of any kind suffered by any Entrant in entering the competition, including as a result of any Entrant winning or not winning any prize.

7.6 Except insofar as is provided for in the Consumer Protection Act 68 of 2008, the judges' decision is final, and no correspondence will be entered into.

## **8. Exceptions and Forfeitures**

8.1 The Promoter reserves the right to amend the Terms and Conditions as well as terminate the promotion at any time. In the event of such termination, all Entrants agree to waive any rights that they may have in terms of the promotion and acknowledge that they will have no recourse against the Promoter, its advertising agencies, advisors, suppliers and nominated agents.

8.2 If the Promoter cannot continue with the promotional competition for any reason beyond its reasonable control, or if it is required by any regulatory terms or applicable law, the Promoter may end the promotional competition on condition that:

8.2.1 No prize winners have been determined; and

8.2.2 Reasonable notice has been given beforehand to all Entrants.

8.3 Once the Competition has ended as set out herein, no Entrant will have any claim of any nature whatsoever against the Promoter unless the Promoter has been clearly negligent or intended to act in a fraudulent manner.



8.4 Subject to the provisions of the Consumer Protection Act 68 of 2008, the Promoter, agents and distributors accept no liability whatsoever for the misuse of the products and are not liable for any personal loss, injury or death arising from the Entrant's acceptance of this offer.

8.5 In the event of a dispute, the decision of the Promoters is final and binding and no correspondence will be entered into.

## 9. **Privacy and Personal Information**

9.1 The Winner gives permission that the Promoter can make media announcements of and publish, the names and photographs of the Winner receiving the Prize and/or on their experience, on printed and digital media, or to appear on radio and television. The Winner will be entitled to opt-out of this by way of written request addressed to the Promoter.

9.2 Should the Winner choose not to opt-out of having their name and photographs published, The Promoter has the right to publish the Winner's name and photographs (at no fee) in any advertising, promotional, print, point-of-sale or public relations material. The nature of these publications will be determined at the sole discretion of the Promoter, for a period of twelve (12) months from the date of the Competition.

9.3 The Promoter reserves the right to carry out audits in respect of any Winner to verify their eligibility and/or the validity of the entry. The Promoter will disqualify any Winner if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of website code or otherwise falsifying data.

9.4 Any personal data relating to the Winner or any other Entrants will be used solely in accordance with the current Consumer Protection Act (CPA)/ the Protection of Personal Information Act (POPI) and will not be disclosed to a third party without the Entrant's prior consent.

9.5 All Entrants, by taking part in the Competition, consent to their personal information being shared with the Promoter's employees, contractors or agents for the purpose of the Competition and for the purpose of sharing future promotions.



9.6 All Entrants indemnify the Promoter, their respective associated companies (directors, officers and employees) and agents, against any/all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to, or arising out of their participation in any way in the Competition.