

1. These are the standard terms and conditions for competitions conducted or promoted by or in association with **CAPE TOWN CARNIVAL**, all of its stakeholders, subsidiaries the subsidiaries of **CAPE TOWN CARNIVAL's** subsidiaries and respective holding companies, the subsidiaries of such holding companies, divisions and affiliates ("**CAPE TOWN CARNIVAL**").
2. Each promotional competition conducted or promoted is subject to these Standard Terms and Conditions for Promotional Competitions ("Ts and Cs") and the rules, promotional material or adverts ("rules") pertaining to the specific promotional competition. All the provisions of these Ts and Cs shall form part of **CAPE TOWN CARNIVAL's** General Terms and Conditions and Private Policy in respect of those services offered on the **CAPE TOWN CARNIVAL's** website/s (the "Sites"), specifically those relating to the running of competitions, free prize draws, and promotions on the Sites.
3. For purposes hereof, "affiliate" means **CAPE TOWN CARNIVAL's** partners, promoters, co promoters and sponsors of this competition, and the directors, officers, employees, agents and representatives of all those listed herein.
4. Your participation in the promotional competition; and/or fulfilment of the conditions pertaining to a competition, should there be any conditions, constitutes your binding acceptance of these Ts and Cs on behalf of yourself and any person with whom you may share a prize, reward, gift, free good or service, price reduction or concession, enhancement of quantity or quality of goods or services or other discounted or free thing being offered ("prize"), in the event that you obtain a prize which is for you and one or more additional persons ("your partner").
5. The promotional competition is not open to –
 - i. directors, members, partners, agents, employees, consultants of **CAPE TOWN CARNIVAL** and/or any affiliated companies, agencies, associates, partner and/or any suppliers of goods or services in connection with a competition; and
 - ii. The spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 4.1 above.

Entrance criteria or conditions are as set out in the rules of each promotional competition.

1. The judges' decision is final and no further correspondence will be entered into.
2. **CAPE TOWN CARNIVAL** is not responsible for any entries which are not received by **CAPE TOWN CARNIVAL** and/or the promoters, whether timeously or at all, regardless of the cause thereof. Without limitation, **CAPE TOWN CARNIVAL** is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.
3. It is your responsibility, as a participant, to ensure that any information which you provide in respect of a promotional competition is accurate, complete and up to date.
4. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. **CAPE TOWN CARNIVAL** will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your participation in the promotional competition and your acceptance and/or use of a prize. **CAPE TOWN CARNIVAL** will specify, in the rules, the total value of the prizes to be won, the nature of the prizes, and any cost to be borne by the participants of any specific promotional offer.

5. **CAPE TOWN CARNIVAL** does not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, makes no representations and gives no warranty that a prize, or any aspect thereof, will meet your, or, if applicable, your partner's requirements, preferences, standards or expectations or be satisfactory and punctual. Prizes are not transferable and may not be deferred, changed or exchanged for any other item or cash.
6. You may not obtain a prize if it is unlawful for us to supply such a prize to you. If you do not qualify to receive such a prize, you will forfeit it.
7. In the event that you win, you must possess whatever documents and permissions that may be required in order to take part in the promotional competition or claim a prize.
8. Should you be a participant in the promotional competition to whom a prize is due, you will be notified by means of the contact details provided to **CAPE TOWN CARNIVAL** by you. **CAPE TOWN CARNIVAL** may require you to provide it, as the case may be, with additional information as may be reasonably required to process and facilitate your acceptance and/or use of a prize. You have 24 hours from notification by **CAPE TOWN CARNIVAL** to collect or organise the delivery of a prize unless otherwise stipulated in the rules for a specific promotional competition.
9. Should you be a participant in the competition to whom a prize is due and you fail to respond to the formal notification by **CAPE TOWN CARNIVAL** within the time period specified at 8 above, or in the rules for the specific promotional competition, as the case may be, you shall forfeit such unclaimed prize and thereafter **CAPE TOWN CARNIVAL** shall randomly select a replacement winner from the competition entries. **CAPE TOWN CARNIVAL** shall notify the replacement winner of such effect as soon as reasonably practicable, and the provisions of this clause shall apply to the replacement winner in the event that he/she fails to respond to the notification.
10. To the full extent permissible by applicable law, **CAPE TOWN CARNIVAL** and its third-party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the promotional competition and any prizes, or any aspect thereof, without notice at any time, for any reason which **CAPE TOWN CARNIVAL** and such suppliers deem reasonable in the circumstances. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of the promotional competition and acknowledge that you will have no recourse against **CAPE TOWN CARNIVAL** and third-party suppliers.
11. You agree that your participation in the promotional competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
12. Should you be a participant to whom a prize is due, you consent to **CAPE TOWN CARNIVAL** or its authorised agents to take, capture, record and/or use your name, voice, photographic images or video images for the purpose of marketing and publicity campaigns.
13. To the full extent permissible by applicable law, **CAPE TOWN CARNIVAL** will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the Ts and Cs.
14. These Ts and Cs will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
15. **CAPE TOWN CARNIVAL** reserves the right to amend these Ts and Cs for Competitions at any time and will publish same on its sites or make same available to participants on request.
16. In the event that any of the terms of these T's and C's are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms of these T's and C's, which will continue to be valid and enforceable.
17. No one under the age of 18 is permitted to enter to enter the competition