

# **TERMS AND CONDITIONS FOR CAPE TOWN FISHMARKET'S #CTFMFreshTake VIDEO COMPETITION**

## **1. Competition Description**

- 1.1 Rowmoor Investments 896 (Registration Number 2009/013538/07) trading as Cape Town Fish Market ("Cape Town Fish Market") will be running the #CTFMFreshTake video competition ("the Competition") which will begin on Tuesday 1 August 2017 at 12:00 pm and end on 10 September 2017 at 17:00 pm South African time. This Competition will be conducted exclusively online.
- 1.2 These terms and conditions ("Terms and Conditions") govern your participation in the Competition. Please read the Terms and Conditions carefully and make sure you understand them before you participate further in the Competition. Please do not participate further in the Competition if you do not agree to the Terms and Conditions. If you do participate further in the Competition, doing so will be confirmation that you agree to these Terms and Conditions and agree to be bound by them.
- 1.3 The terms "participant", "you" and "your" are used interchangeably in these Terms and Conditions and refers to individuals who participate in the Competition and those participants who may receive any prize in terms of the Terms and Conditions.
- 1.4 At the end of the Competition Period, the entries will be judged and one winner will win a grand prize of R100 000.00 (one hundred thousand rand) in cash. A runner up winner will receive Van Loveren wine worth R20 000.00 (twenty thousand rand) as well as a VIP weekend for 2 (two) people on the Van Loveren farm. Throughout the competition there will be winners who will win food vouchers worth R7 500.00 (seven thousand five hundred rand) each. These will be announced periodically throughout the duration of the Competition. The grand prize winner and runner up winner will be announced on Wednesday, 20 September 2017.

- 1.5 This competition is not sponsored, endorsed, administered by, or associated with Facebook.

## **2. Participation**

- 2.1 To participate in the Competition, you must do the following:
  - 2.1.1 post a unique and royalty-free video no longer than 1 (one) minute to the [CTFM Facebook page](#). On the video, you should promote Cape Town Fish Market's new special, which is 30% (thirty percent) off all sushi, every day for 6 (six) weeks from 1 August 2017 to 10 September 2017 ("the Competition Period"). You can decide what you want to include on the video, whether singing, talking, dancing, drawing, animation, flash mobs etc. The video must be new material (not created before 1 August 2017) and must be filmed in South Africa.
  - 2.1.2 use the hashtag #CTFMFreshTake when you post your entry to the CTFM Facebook page.
  - 2.1.3 post your video on the CTFM Facebook page before 17:00 on 10 September 2017. Entries received after this date will not be considered.
  - 2.1.4 to increase your chances of winning, you can enter as many times as you like, but can only win one voucher prize for the duration of the Competition.
  - 2.1.5 after posting your video to the CTFM Facebook page, you need to email a copy of your identity book and your contact details to Cape Town Fish Market using the following email address [freshtake@ctfm.co.za](mailto:freshtake@ctfm.co.za).
  - 2.1.6 All entries are subject to review by Cape Town Fish Market for inappropriate material or invalid submissions.

### **3. Eligibility Restrictions**

- 3.1 Only South African citizens older than 18 can enter the Competition, unless otherwise specified.
- 3.2 The Competition is not open to:
  - 3.2.1.1 persons who are employees, directors, members, partners, agents or consultants to the Cape Town Fish Market, including their spouses, life partners, business partners or immediate family members;
  - 3.2.1.2 any suppliers of good or services in connection with the Competition.
- 3.3 Participants agree to abide with South African laws and regulations.
- 3.4 Participants must have consent forms for everyone appearing in the video. These should be made available on request. Failure to supply consent forms could lead to disqualification. A copy of the consent form can be [downloaded here](#).

### **4. Prizes**

- 4.1 The grand prize is a cash prize of R100 000.00 (one hundred thousand rand) which will be paid via EFT.
- 4.2 The runner up will receive Van Loveren wine worth R20 000.00 (twenty thousand rand), as well as a VIP weekend for 2 (two) people to the Van Loveren farm, to be used within 6 months, subject to availability. The weekend includes:
  - 4.2.1 Return economy flights to Cape Town (for winners outside Cape Town). This excludes transfers from the airport to the Van Loveren farm and back to the airport from the Van Loveren farm;
  - 4.2.2 Two nights' accommodation and breakfast;

- 4.2.3 Lunch at the Van Loveren tasting room to the value of R350;
  - 4.2.4 Dinner at the Four Cousins tasting room to the value of R500;
  - 4.2.5 A food & wine pairing;
  - 4.2.6 A cellar tour;
  - 4.2.7 The opportunity to bottle your own wine.
- 4.3 Up to 116 (one hundred and sixteen) food vouchers to the value of R7 500.00 (seven thousand five hundred rand) each.
  - 4.4 Winners of the food voucher prizes will be determined by Cape Town Fish Market in their sole discretion throughout the Competition
  - 4.5 The grand prize winner and runner up winner will be determined by Cape Town Fish Market in their sole discretion and announced on Wednesday, 20 September 2017.
  - 4.6 If a winner is unable to accept the prize, they will forfeit it.
  - 4.7 The prizes are not transferable, is non-refundable, non-exchangeable.
  - 4.8 Prize winners will be notified on Facebook.
  - 4.9 The food voucher prize winners can collect their prize at the designated Cape Town Fish Market restaurant.
  - 4.10 Winners will be responsible for contacting Cape Town Fish Market head office after the initial notification to confirm their prize and provide the necessary details. The Competition winner must confirm their acceptance of the prize via email, using the following email address [freshtake@ctfm.co.za](mailto:freshtake@ctfm.co.za).
  - 4.11 Prizes will be awarded upon winner verification and final approval by Cape Town Fish Market head office. The winner will be announced on Facebook and will have

72 (seventy two) hours to respond with their information. If the winner or selected entrant is unable to be contacted, is ineligible, fails to respond to correspondence, if the correspondence is undeliverable, the prize will be forfeited at the discretion of the Cape Town Fish Market head office.

- 4.12 To obtain a winners list, please send an email to [freshtake@ctfm.co.za](mailto:freshtake@ctfm.co.za) with the subject line "#CTFMFreshTake winners".
- 4.13 All prize winners will be required on receipt of the prize, complete and sign an acknowledgment of receipt of such prize.
- 4.14 The food voucher prizes have to be used in one sitting and are only valid for food, not drinks. They cannot be exchanged or transferred. All meals must be eaten at the designated Cape Town Fish Market restaurant.
- 4.15 The food voucher prizes have to be used at a designated Cape Town Fish Market (Cape Town Fish Market head office will select a store) between 11 September 2017 and 1 December 2017. If a winner cannot use the food voucher prizes in this period, they will forfeit the voucher. Travel to and from the designated Cape Town Fish Market restaurant is for the winner's own account.
- 4.16 Winners have to make a booking in order to use the voucher. A maximum of 20 (twenty) people per booking, unless otherwise arranged between Cape Town Fish Market and the winner.
- 4.17 Cape Town Fish Market reserves the right to substitute any prize of same or similar commercial value.

## **5. Execution**

- 5.1 During the Competition Period, eligible participants will be encouraged to take part in the Competition by submitting their original video detailing Cape Town Fish Market's new special, which is 30% (thirty percent) off sushi, every day from 1 August 2017 to 10 September 2017.

- 5.2 Entries must be original and authentic. It should not contain any images from the internet, television or use other people's material. Your entry may not contain:
- 5.2.1 Material that violates or infringes on someone else's rights, including but not limited to privacy, publicity or intellectual property rights.
  - 5.2.2 Material that is copyrighted, trademarked, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to use and post the material.
  - 5.2.3 Nudity, lewd or vulgar behavior.
  - 5.2.4 Dangerous stunts.
  - 5.2.5 Weapons of any kind.
  - 5.2.6 Drug use.
  - 5.2.7 Smoking.
  - 5.2.8 Material that is hateful, tortuous, defamatory, slanderous or libelous.
  - 5.2.9 Material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any bases.
  - 5.2.10 Material that is unlawful, in violation of or contrary to South African laws or regulations.
- 5.3 The use of Cape Town Fish Market's trademarks in your video is conditional on the use of the video of complying with the Terms and Conditions. In the event that Cape Town Fish Market determines that the Terms and Conditions have not been complied with, Cape Town Fish Market will request that you remove the video or alter such video to exclude any references to Cape Town Fish Markets' trademarks.

- 5.4 At the request of Cape Town Fish Market, at any time and for any reason, participants will permanently remove the video or alter the contents so as to remove any reference to Cape Town Fish Market.
- 5.5 If the ownership of any video submitted is contested in any manner, Cape Town Fish Market reserves the right to discontinue the use of the video and disqualify it from the Competition.
- 5.6 Cape Town Fish Market has non-exclusive rights to use or edit any video submissions. Such rights will include a perpetual license granted to Cape Town Fish Market for no consideration and for use in any and all Cape Town Fish Market platforms in their sole discretion. Participants must be willing to provide an mp4 copy of the original video to Cape Town Fish Market.
- 5.7 Entries not complying with all the Terms and Conditions are subject to disqualification.
- 5.8 After initial review, the participant videos may be shared on Cape Town Fish Market's social media channels, website, newsletter and on other communication platforms. To this extent, the participant agrees to grant Cape Town Fish Market a perpetual license for no consideration and for use in any and all Cape Town Fish Market platforms in their sole discretion
- 5.9 Video's will be judged on creativity, originality, content of the message, message delivery, and entertainment value.
- 5.10 Cape Town Fish Market's decision is final and no correspondence will be entered into.

## **6. General Conditions**

- 6.1 Winners are responsible for all applicable taxes associated with the receipt of the prize.

- 6.2 Whilst there is no amount payable to Cape Town Fish Market to enter the Competition, participants will be responsible for the cost (if any) of uploading their videos to Facebook.
- 6.3 By participating in the Competition, participants agree that their name and information can be used in advertising or broadcasting material relating to this Competition, or for other Cape Town Fish Market marketing purposes.
- 6.4 Cape Town Fish Market may, before or after the winners of the Competition are announced, require that a winner permit the use of their image and/or name in its marketing material and/or participate in its marketing campaign. Each winner has the right to decline the invitation, should the winner fail to decline the invitation by email [freshtake@ctfm.co.za](mailto:freshtake@ctfm.co.za) within 72 (seventy two) hours of being notified that they are a winner of the Competition, then such winner shall be deemed to have accepted the invitation and granted their permission and/or agreed to participate in the manner aforesaid.
- 6.5 By entering the Competition, each participant agrees to comply with the Terms and Conditions and the decisions of Cape Town Fish Market.
- 6.6 Cape Town Fish Market retains the right to disqualify any participant if all the Terms and Conditions of the Competition are not followed.
- 6.7 Cape Town Fish Market, its agents, representatives and employees are not responsible for the inability of any participant to complete or continue a Competition submission due to equipment malfunction, connectivity issues, busy lines, server issues, Internet Service Provider problems or human error that may occur in the transmission, receipt or processing of entries, including an injury or damage to any computer arising from or relating to participating in this Competition.
- 6.8 Once submitted, entries become the property of Cape Town Fish Market and will not be returned.
- 6.9 If for any reason, the Competition is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological



corruption or if any portion of the Competition is compromised by virus, bugs, worms or unauthorized human intervention, an insufficient number of qualified Competition entries, or any other causes beyond Cape Town Fish Market's control which, in their sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Competition, Cape Town Fish Market reserves the right to cancel, terminate, modify or suspend the Competition at their sole discretion.

- 6.10 Cape Town Fish Market, to the maximum extent permitted in law, reserves the right to change the Terms and Conditions at any stage as necessary. Any rule changes will be made official on the Cape Town Fish Market website.
- 6.11 Any attempt by an entrant to deliberately undermine the legitimate operation of the Competition may be in violation of criminal and civil laws and should such an attempt be made, Cape Town Fish Market reserves the right to seek remedies and damages (including legal fees) from any such entrant to the fullest extent of the law, including criminal prosecution.
- 6.12 This Competition shall comply with, and will be subject to, any preemptory provisions of the Consumer Protection Act 68 of 2008 and the regulations promulgated thereunder, which are deemed to be incorporated hereunder ("Preemptory Provisions"). In the event of any conflict between the Terms and Conditions and the Preemptory Provisions, the latter shall prevail.
- 6.13 Any provision of these Terms and Conditions or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.
- 6.14 To the maximum extent permitted in law, Cape Town Fish Market and its directors, officers, managers, employees and agents, shall not incur any liability to any person for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise, as a result of entering into, or arising from any cause whatsoever or howsoever arising from their participation in, this Competition or the use of any prize won thereunder (any such prizes being utilized at the own risk of any winner thereof).

6.15 To the maximum extent permitted in law, you indemnify Cape Town Fish Market from any third party claim for breach of third parties intellectual property, whether direct, indirect, consequential or otherwise arising from your participation in the Competition and where applicable any prizes received hereunder.

**The following provisions are drawn to the attention of the participant if the Consumer Protection Act 68 of 2008 ("the CPA") applies to these Terms and Conditions:**

- **clause 6.13 (including the fact, nature and effect of the limitation of liability contemplated therein);**
- **clause 6.14 (including the fact, nature and effect of the limitation of liability contemplated therein).**