

# **TERMS AND CONDITIONS FOR CAPE TOWN FISHMARKET'S J.C. LE ROUX GIVEAWAY**

## **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 J.C. Le Roux competition ("the Competition") which will begin on Thursday 1 Feb 2018 at 12:00 pm and end on Wednesday 14 Feb 2018 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, winners will be randomly selected, and 11 winners will each receive a J.C. Le Roux hamper. All winners will be announced by Friday 16 February 2018.
- 1.5 This competition is not sponsored, endorsed, administered by, or associated with Facebook, Instagram or Twitter.

## **2. Participation**

- 2.1 To participate in the Competition, you must do the following:

- 2.1.1 make an online booking to dine at a CTFM restaurant on 14 February 2018
  - 2.1.2 book on the CTFM website <https://www.ctfm.co.za/book/> before 17:00 on Wednesday 14 Feb
  - 2.1.3 visit a CTFM restaurant on 14 February and provide a receipt as proof visit.
- 2.2 Cape Town Fish Market's decision is final, and no correspondence will be entered into.

### **3. Eligibility Restrictions**

- 3.1 The Competition is not open to:
- 3.1.1.1 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;
  - 3.1.1.2 any suppliers of good or services in connection with the Competition.
- 3.2 Participants agree to abide with South African laws and regulations.

### **4. Prizes**

- 4.1 11 winners will each win a J.C. Le Roux hamper, containing:
- 4.1.1 3 bottles of Vibrazio

- 4.1.2 An ice bucket
- 4.1.3 Glasses
- 4.1.4 Chocolate and nougat
- 4.1.5 Bangles
- 4.2 Winners will be randomly selected from all bookings.
- 4.3 If a winner is unable to accept the prize, they will forfeit it.
- 4.4 The prizes are not transferable, is non-refundable, non-exchangeable.
- 4.5 Prize winners will be notified via email or phone.
- 4.6 Winners can collect their prizes at a designated Cape Town Fish Market restaurant.
- 4.7 Winners must confirm their prize via email.
- 4.8 Prizes will be awarded upon winner verification and final approval by Cape Town Fish Market head office. The winner will be contacted via phone or email and will have 72 (seventy-two) hours to respond. 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.
- 4.9 To obtain a winners list, please send an email to [marketing@ctfm.co.za](mailto:marketing@ctfm.co.za) with the subject line "J.C. Le Roux winners".
- 4.10 All prize winners will be required on receipt of the prize, complete and sign an acknowledgment of receipt of such prize.
- 4.11 Cape Town Fish Market reserves the right to substitute any prize of same or similar commercial value.

## **5. General Conditions**

- 5.1 Winners are responsible for all applicable taxes associated with the receipt of the prize.
- 5.2 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.
- 5.3 By entering the Competition, each participant agrees to comply with the Terms and Conditions and the decisions of Cape Town Fish Market.
- 5.4 Cape Town Fish Market retains the right to disqualify any participant if all the Terms and Conditions of the Competition are not followed.
- 5.5 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.
- 5.6 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.
- 5.7 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.

- 5.8 This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act 68 of 2008 and the regulations promulgated thereunder, which are deemed to be incorporated hereunder ("Peremptory Provisions"). In the event of any conflict between the Terms and Conditions and the Peremptory Provisions, the latter shall prevail.
- 5.9 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.
- 5.10 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).
- 5.11 To the maximum extent permitted in law, you indemnify Cape Town Fish Market from any third party claim for breach of third party's 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).**