

Penetron South Africa (Pty) Ltd

National Competition

2016

Terms and conditions

The 'Promoter' is Penetron South Africa

'Disqualified Participants' are:

- All of the Promoter's employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families; ('Immediate Families' include spouses, grandparents, parents, children, and grandchildren whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.)
- All persons under the age of 18 (eighteen) years where the Prize incorporates air travel or any other element that would be illegal to supply to a person under the age of 18 (eighteen) years, or Prize can only be taken once participant is of legal age.

Entry

Unless otherwise stated in these Terms and Conditions, registration or entry is limited to 1 (one) per person. Where multiple registrations, entries or votes are acceptable, each must be made separately.

Entry into the Competition is deemed to be acceptance of the Competition Rules, these Terms and Conditions and confirmation that the entrant has the necessary authority to enter the Competition. The Competition Rules are available on www.penetron.co.za

No purchase is necessary to win or participate in the Competition.

The Competition is open to South African Engineering and Architectural Students only.

Disqualified Participants may not enter in the Competition.

The Promoter reserves the right to exclude any person from participating in the Competition on reasonable grounds.

The Promoter reserves the right to refuse to award any Prize to an entrant who the Promoter decides (in its sole discretion) has violated the Rules, gained unfair advantage in participating in the Competition or won using fraudulent means.

By participating, entrants grant the Promoter exclusive permission to use their names, characters, photographs, videos, voices and likeness in connection with the Competition and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.

All entrants' personal information must be correct and up to date and will be held by the Promoter and may be used for the purpose of the Promotion and for future promotional and marketing purposes in accordance with the Promoter's Privacy Policy, unless otherwise directed by contestants at the time of entry.

Personal information provided at the time of entry is presumed to be correct and, in the case of text or email notification – active, through to and beyond the date of the competition's completion.

Winning the Prize

Only the person who originally entered the Competition can be awarded the 'Prize' ('the Winner').

The Winner will be determined in the manner set out in the Rules or the Specific Rules as determined by the Promoter who shall for this purpose be deemed the Judge. The Competition Rules are available on www.penetron.co.za

The Judge's determination of the Winner will be final and no correspondence will be entered into. The Winner will be notified by email, phone (voice or text), mail or in person and must be available for participation in all publicity that may be required by the Promoter. Where attempts to contact the Winner fail (e.g. where the Winner cannot be contacted by phone after 3 (three) attempts or mail sent is returned) the Judge will select another winner. If, after successful notification, the Prize is not claimed within 2 (two) months of being announced it will be regarded as forfeit. (Note: three attempts to contact the Winner will include individual calls to any numbers provided at the time of entry.)

The Prize is not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate in the Prize on the Winner's behalf.

In the event that the Prize becomes unavailable for any reason the Promoter may substitute the P for a prize of like or equal value.

Where the Winner is required to claim the Prize in person, he /she must provide proper identification (e.g. driver's license, passport, birth certificate). If the Winner is under the age of 18 (eighteen) years his/her parent or legal guardian must accompany the Winner or give his/her prior written consent to the award of the Prize.

The Winner takes the Prize entirely at his/her own risk and indemnifies the Promoter in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the Prize.

The Winner is responsible for all insurance, tax or other costs that may be associated with the Prize. Where the Prize includes air travel and/or accommodation (international or domestic)

the Winner MUST have valid documentation (including but not limited to valid passports and visas), which meets the requirements of immigration and other government authorities at the relevant destination(s).

Any fines, penalties, payments or expenditures incurred as a result of such documentation not meeting the requirements of those authorities (including any costs associated with delay, will be the sole responsibility of the Winner.

When the Prize includes travel to or through the United States, it is the Winner's responsibility when travelling into or through (including transit i) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation ('ESTA') no later than 72 (seventy two) hours prior to departure if required. The winner must visit the US Department of Homeland Security website and fill in the required information. **The cost of the ESTA is the sole responsibility of the Winner.**

The Winner and his/her travelling companion (if applicable) must travel together at all times. The Winner is responsible for transport from his/her residence to the nearest international airport for flight departure and from his/her nearest international airport to his/her residence upon returning to South Africa.

Flight tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The flight itinerary may have to be adjusted depending on the airline's departure city and its current flight schedule. Unless otherwise specified, the air travel is economy class.

Any changes to travel dates or additional accommodation outside the travel period specified in the Prize details, made by the winner, which incur additional costs, are to be paid by the Winner.

Unless explicitly stated in the Specific Rules, the Winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Prize. The Winner must obtain travel insurance to protect him/herself against additional costs incurred in the event of unforeseen circumstances.

The Prize is not transferable or exchangeable and cannot be redeemed for cash. The Prize must be taken as stated in the Specific Rules and no compensation will be payable if the Winner is unable to use the Prize as stated. For the avoidance of doubt, if the Winner is, for whatever reason, unable to travel on the specified date or period set out in the Special Rules, whether the failure was due to reasons beyond the Winner's control or otherwise, then the Winner will forfeit the Prize

The Promoter makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the destination country. **The winner accepts the Prize at his/her own risk.**

All travel is subject to the terms, conditions and restrictions of the Prize service providers. Any

travelling companion included in the Prize (if applicable) accepts the Prize subject to these terms, conditions and restrictions as if references to the Winner in the relevant clauses were to the travelling companion. The Winner and his/her travelling companion must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested to do so by the Promoter.

The Promoter's Responsibility

The Promoter reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason

The Promoter takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to any reason, including Acts of God.

To the fullest extent permitted by law, the Promoter will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of entering the Competition, including winning or using the Prize.

Where the Prize is to be supplied by an entity outside the Promoter's control and that entity fails, for whatever reason, to supply the Prize, the Promoter has no responsibility for the provision of the Prize and is not obliged to provide an alternative prize or to take legal action to require the Prize supplier to provide the Prize.

Acceptance

Participation in the Promotion is deemed acceptance of these Terms and Conditions. If the Winner does not accept these Terms and Conditions the Prize will be forfeited.