

## **RULES FOR THE JoJo TANKS Newsletter and #NameTheRhino COMPETITION**

1. The promoter of the Competition is JoJo Tanks (Pty) Ltd (“Promoter”).
2. The JoJo Tanks Newsletter and #NameTheRhino Competition (“Competition”) is promoted through the JoJo-Tanks-Save-Water Facebook, Twitter, Pinterest and Instagram pages but Participants can only submit an entry on the JoJo Tanks website Competition page. Participants will be directed from the social media pages to the website page to enter.
3. Participants must be over the age of eighteen (18).
4. Entry into this Competition is open to South African residents only.
5. To enter and be eligible for the draw Participants are required to –
  - a. Step 1: Sign up to the JoJo Tanks newsletter by submitting their details by ticking the box provided on the entry form;
  - b. Step 2: Name the mother rhino and the baby rhino separately on the entry form provided.
6. Only one (1) grand prize will be drawn from all entries received.
7. The winner’s grand prize includes -
  - a. A two (2) night stay at the Somkhanda Game Reserve in Zululand for him/her and a partner.
  - b. Three (3) meals a day.
  - c. One (1) activity per day (two in total), which could either be a game drive or a bush walk.
  - d. One (1) complimentary bottle of wine for each of the two (2) evenings for dinner – two (2) bottles in total. The choice of wine is at the discretion of the game reserve management.
  - e. One (1) very special rhino monitoring drive.
  - f. Flights are included where winners are not within driving distance of the game reserve. Travel arrangements will be the responsibility of the Promoter.
  - g. Should the winners be within driving distance a once-off cash travel allowance of R2000.00 will be paid into their bank account. No other costs regarding the travel to the game reserve will be covered.
  - h. Only items specifically mentioned above are covered in the prize. All other costs are for the winner’s personal account.
  - i. The prize is non-transferable.
  - j. The prize needs to be taken up within twelve (12) months of being awarded and before 30 June 2016 and dates are subject to availability. If the prize is not redeemed or taken within this period it will be forfeited.
8. Directors, members, partners, employees, agents or consultants of, or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members of such persons, or anyone who supplies any goods or services in connection with this competition, the sponsoring company/companies and/or agents and/or consultants involved in the competition are not eligible for entry.
9. The Competition is open from 20 March 2015 until midnight on 26 April 2015. Entries received after this closing date and time will not be included.

10. No responsibility is accepted for any entry that is not delivered, received or is delayed or damaged due to technical, network or IT reasons. Proof of sending is not proof of receipt.
11. The draw will take place during working hours within fourteen (14) working days from the closing date of the Competition.
12. The winner of this Competition will be contacted telephonically during working hours within twenty one (21) working days of the closing date of the Competition on the contact number provided with entry.
13. Three (3) attempts will be made within 48 hours to contact the selected winner. If the selected winner cannot be contacted personally after three (3) attempts, the next name drawn will be contacted and so on until a winner is contacted.
14. An independent person will supervise the draw in terms of the Consumer Protection Act 68 of 2008. The decisions taken at the draw will be final and no correspondence shall be entered into.
15. Should the winner verbally agree to it, their name, surname and image will be published on the JoJo-Tanks-Save-Water Facebook fan page.
16. By entering the Competition, all Participants will be deemed to have accepted and be bound by the Competition rules.
17. The prize cannot be exchanged for cash and is not transferable.
18. The Promoter reserves the right to substitute the prize for an alternative prize of equal or greater value should the prize promoted not be available due to unforeseen circumstances.
19. The winner will need to provide positive identification to the Promoter to receive their prize.
20. South African law shall govern these Competition rules and the courts of South Africa shall have exclusive jurisdiction.
21. Should the Promoter feel that the Competition rules need certain clarification, these will be available on [www.jojotanks.co.za](http://www.jojotanks.co.za) and on the JoJo-Tanks-Save-Water Facebook page.
22. All competitions of the Promoter are free to enter except for the actual cost of transmitting the entry. Participants are expected to pay their own cost of connecting to the on-line sites.
23. Nothing in these rules 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 Participant or the Promoter in terms of the Consumer Protection Act.
24. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prizewinners.
25. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.
26. By electing to subscribe to the JoJo Tanks newsletter the Participant agrees that they wish to receive the JoJo Tanks newsletter. In addition to the newsletter, where the Participant indicates that he/she would like the promoter to contact them in the future, he/she agrees that their relevant personal details will be held by the Promoter and may be used by the same to send them information about the Promoter's products and/or services.

27. If in the future, where Participants do not wish to receive the JoJo Tanks newsletter or further communications from the Promoter and would prefer their details to be removed from its database, or if they simply wish to make corrections to their details on to how they receive communications from the Promoter, they simply need to inform us in writing at: [jojotanks@rgcom.co.za](mailto:jojotanks@rgcom.co.za)
28. The winner has the right to decline permission to use their name or image in marketing material or participate in any marketing activity. Should the winner verbally or otherwise agree to it, the Promoter may publish the winner's name and images on, including but not limited to, the Promoter's Facebook page, Instagram, Twitter account and/or website, if applicable, without any liability to the Promoter or remuneration due to the winner.
29. Please note that the following terms require you to take on **risk or liability, limit the risk and liability** of the Promoter or to **indemnify** the Promoter. Please read it carefully and contact the Promoter if you have any questions!
30. The Promoter and its representatives reserve the right to withdraw or amend this Competition in the event of any unforeseen circumstances outside its reasonable control with no liability to any participants, the prizewinners or any third parties.
31. To the fullest extent permitted by law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoter, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.
32. To the extent permitted by law, the Promoter will not be liable for any defects in the prizes or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by Participants.
33. Participants confirm by their entry into the Competition that Facebook, Instagram and Twitter are not the promoters of this Competition, it is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram and Twitter and they fully release Facebook, Instagram and Twitter from any liability in connection with this Competition. Any questions, comments or complaints regarding the Competition are to be directed to the Promoter.
34. Any information provided by the participant in this Competition is being provided to the Promoter and not to Facebook.