

## **CAPENATURE COMPETITION AND SPONSORED ITEM(S) STANDARD TERMS AND CONDITIONS:**

1. Entry into a competition and/or acceptance of a prize or sponsored item constitutes binding acceptance of these terms and conditions.
2. Participation in a competition and/or acceptance of a prize or sponsored item automatically warrants legal compliance with any laws that the participant may be subject to.
3. The competition is open to all persons over the age of 18, with the following exceptions:
  - 3.1 The Directors, Partners, Agents, Employees or Consultants of CapeNature, may not enter the competition;
  - 3.2 The Spouse, Life partner, Parent, Child, Brother, Sister or Associate of any of the persons specified in 3.1 above may not enter the competition.
4. Participants may enter as many times as they so wish for any one competition.
5. Participants will not be eligible to win a competition if they have won a competition sponsored by CapeNature in the past six months. The six month period will be calculated from the date that the winners were awarded the prizes/date of notification.
6. Entries will only be valid if it reached the Organisers prior to the closing date of the competition.
7. No responsibility will be taken for lost, late or misdirected competition entries.
8. The offer/prize is valid for six months from date of notification.
9. The offer/prize is subject to availability.
10. Unless stated otherwise, the offer/prize is valid only during the off peak season,
11. The offer/prize includes the Conservation fee of R60 .00 p/p X 4 pax
12. Accommodation offers/prizes is only valid for 4 pax; (all other extras must be covered by the awardees/winners.
13. Unless otherwise stated, additional expenses such as travel costs, spending money, meals, beverages, insurance and all other ancillary costs are not included in the prize package and shall be for the winner/awardees' own account
14. The offer/prize is not transferable or exchangeable and cannot be converted into cash.
15. The Judge's and/or CapeNature's decision on all matters regarding the competition are final and no correspondence will be entered into.
16. CapeNature and/or its affiliates reserve the right to vary, postpone, suspend or cancel this competition or any prize, without notice, at any given time for any reason that we may deem necessary.

17. CapeNature and its affiliates accepts no responsibility for any injury, harm, damage, loss, or claim relating to the prize or any changes to the prize that may be made at any time.
18. CapeNature and its affiliates will not be responsible, and disclaim all liability for any loss, liability expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause which is suffered as a direct result of your participation in the competition, or the acceptance of and/ or use by the participant, of any prize, or by any action taken by CapeNature or any of its affiliates in accordance with any of the terms and conditions.
19. Entry into a competition and/ or acceptance of a prize shall also constitute an automatic indemnity to hold CapeNature and any of its affiliates harmless against any claim, by any party for whatever cause.
20. The offer/ prize must be booked in advance at (087 087 8250)
21. Please quote the reference number when making your booking. You will be required to fax or present this letter when confirming your booking.
22. Where requested, all winners/ awardees, must agree to the publication of their names, and appearance in person in the electronic media and the print media. All winners/awardees must also agree to endorse, promote or advertise the goods and services of CapeNature and/or any of its affiliates, for which no fees will be payable.
23. CapeNature reserves the right to amend these terms and conditions at any time.
24. Prizes not collected/claimed within 6 months of being won will be disposed of at CapeNature's discretion.
25. Any violation or attempt to violate any of the above rules will result in the immediate disqualification of the transgressor.
26. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date. Should any of the data provided by yourself in connection with this Competition, or any of CapeNature's Competitions, prove to be invalid, inaccurate, false or misleading, your entry shall be disregarded and you shall be prohibited from entering any further CapeNature Competitions for a set period to be determined by CapeNature.
27. You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.
28. The winner will be notified by means of the contact details provided to us. If we are unable to contact a winner within 30 days or if the winner is unable to collect the prize within 60 days, the winner will forfeit the prize and CapeNature reserves the right to re-draw a new winner under the same conditions.
29. If you fail to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have, –
  - 29.1 you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize);
  - 29.2 you will pay us for any loss or damage incurred by us directly or indirectly as a result of your (or, if applicable, your partner's) non - compliance, including all of our legal costs (including attorney and own client costs) which we may incur in taking any steps pursuant to your (or your partner's) non-compliance; and

- 29.3 you indemnify and hold us and our affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.

**General Terms and Conditions specific to 12 Days of Christmas campaign:**

- 30. Only people residing within the borders of South Africa may participate.
- 31. In order to be eligible for a prize, entrants must follow CapeNature's Facebook and Instagram accounts and must subscribe to its online newsletter.
- 32. In the case where a prize is sponsored by a third party, entrants must comply to no. 2 of the General Conditions as well as the requirements of the sponsor.
- 33. Winners will be announced on a daily basis until the competition concludes on the 24th of December 2023.
- 34. Prizes will be distributed between the 16th and 31st of January 2024, depending on availability of courier services.
- 35. Winners residing within a 50km radius of Cape Town will be offered a choice of two locations for collection of the prize.
- 36. Winners residing outside of a 50km radius of Cape Town prizes will be couriered.
- 37. Third party sponsors may liaise with winners directly to arrange for either collection or delivery of the prize in cases where the sponsor would like to distribute the prize themselves.
- 38. Staff and their relatives of a sponsor may not enter on the day their sponsor's prize is featured.