

## **Nedbank Small Business Competition – Terms and Conditions**

1. The Promoter of the competition is Nedbank Group Limited and 135 Rivonia Road, Sandown, 2196, 0112944444
2. Participation in the Competition constitutes acceptance of these terms and conditions. For all rules, please visit [www.radioheads.co.za](http://www.radioheads.co.za)
3. This Competition is open to everyone residing in South Africa, aged 18 or over.
4. The following persons are not allowed to enter into the competition:
  - 4.1. a director and employee of the Promoter,
  - 4.2. the merchandisers, advertising, promotional and PR agencies, agents or consultants, and their immediate families,
  - 4.3. employees and their immediate families associated with the suppliers of goods or services in connection with this Competition.
  - 4.4. directors, partners, employees, agents, service providers and consultants of the SABC & Primedia.
5. All entries of entrants who enter the promotion without disclosing (or while attempting to conceal) their age will be deemed invalid. Participants must be in possession of a valid South African Identity Document or valid driver's license as proof of identity.
6. In order to stand a chance to win a one week radio campaign on METRO FM; 702 OR CAPE TALK, the listeners must:
  - sms the keyword NEDBANK to XXXXX. They will then receive a return sms with the WhatsApp number – and clear instructions on the next steps: “Thanks for your sms. Please send a WhatsApp voicenote to xxxxxxxxxx & tell us about your innovative & inspiring small business. T&C's apply: LINK TO URL”
  - (Listeners can also send a WhatsApp voicenote directly to the allocated number)
  - send a voicenote to the allocated number and tell more about their small business.
  - Include in the voicenote:
    - The radio station where you heard about the competition
    - Name of company
    - How long has it been in operation
    - Size of company – number of staff
    - Which industry do they operate in? Retail, franchise, agriculture etc
    - Why is your small business innovative and inspiring?
7. Each SMS will cost R1, 50. Free minutes, SMS's and MMS's do not apply. Promoter accepts no responsibility for messages that are lost or delayed or which are unable to be sent due to lack of network coverage, or for any other reason beyond the Promoter's control. Proof of sending will not be accepted as proof of receipt. The Promoter is not responsible for any problems or technical malfunction of any telephone network or providers or any other technical problems.
8. There is no restriction on the number of entries per listener. You may enter as many times as you like to increase your chances of winning.
9. The competition starts 06:00 on 12 June 2017 and closes at 06:00 on 22 June 2017, after which no further entries will be accepted.
10. Winner selection:
  - 10.1. Ten approved WhatsApp voicenotes from each radio station will be selected by Nedbank
  - 10.2. All voicenotes selected from the three mentioned radio stations will be listened to, to ensure fairness and compliance with the competition rules;
  - 10.3. Only one winner will be selected ;
  - 10.4. the Winner will be drawn from the abovementioned finalist by way of lucky draw

11. Winners must be available on the 23rd of June 2017 either via telephone or in-studio at RadioHeads in Houghton Estate, Johannesburg, for recording and approval of the interview as well as 1 x 30" generic radio spot. The Winner will have the option to decline the interview.
12. Please note that finalists are randomly selected based on the entrants being deemed valid as per the above conditions. The finalists drawn are overseen by an independent auditor. The judges' decision is final and no correspondence will be entered into thereafter.
13. Winners will be notified via a phone call. The Promoter's decision is final regarding all and any aspect of the Competition and no further correspondence will be entered into. Neither the SABC, Primedia, promoters nor their agents will be held responsible or answerable to any entrant for any dispute arising from the competition or prize awards.
14. The prize is not transferable, cannot be exchanged for cash and is not negotiable. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the prize with another prize of the same or greater value.
15. The Competition, its prizes, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition, and will be applied and interpreted at the sole discretion of the Promoters. Such altered terms and conditions and/or Prize shall become effective immediately after being altered or on such date as may be determined by the Promoters. No Participants shall have any recourse against the Promoters as a result of the alterations of the terms and conditions and/or Prize.
16. Winners will be publicly announced on the 27<sup>th</sup> of June 2017 on the station the winner entered on.
17. If you are a winner you MUST supply a copy of your ID. The Promoter may refuse to award any prize if any irregularities or fraudulent activities are detected. The winners agree to accept their prize as is, at their own risk.
18. In the event that a prize winner could not be contacted/ traced, the steps taken by the promoter to contact the winner or otherwise inform the winner of his / her winning a prize. Promoter will only use the contact details provided by entrants for the purpose of contacting the winners and for no other purpose.
19. The Promoter may ban any person found to be in breach of these competition rules from entry into any other competitions held by the Promoter, for such period as it deems appropriate.
20. By entering the competition, each entrant waives any claims that he/she may have against the Promoter and the Promoter's agents from any loss, damage, damages, liability, claim, expenses, cost orders or demand which may arise as a result of his/her participation in the competition and, where applicable, subsequent prize award and delivery.
21. If a prize winner is found to be in breach of any of these Terms and Conditions, the Promoter will select a replacement winner at random and will contact that winner as soon as is reasonably practicable. In such circumstances, these terms shall apply to the replacement winner as they did to the original winner.
22. The Promoter has the right to terminate this promotion immediately and without notice. In the event of such termination all participants agree to waive any rights that they may have in terms of this promotion and acknowledge that they will have no recourse against the Promoter or a supplier of goods or services in connection with this Competition.
23. The Promoter will request winners' permission to use their name and photographs for public relations purposes. No compensation will be given to the winner for using their photograph or names for PR purposes

24. If this promotion / competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, they reserve the right to the extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
25. The obligations of the Promoter or a supplier of goods or services in connection with this promotion are deemed fulfilled when a prize is claimed.
26. The Promoter or a supplier of goods or services in connection with this competition are not responsible for any errors, omissions and/or technical failures of any nature whatsoever throughout this competition.
27. Participation in this competition constitutes acceptance of these rules
28. The Promoter may require the winner (at no fee) to consent in writing to endorse, promote and/or advertise any service of the promoter. The winner has a right to decline the invitation to use their image in marketing material or to participate in any marketing activities.