SPS Competition Terms and Conditions

These are the standard terms and conditions for competitions conducted or promoted by or in association with Sinter Plant Services CC (SPS).

Your entry into the competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize.

- 1. The competition is not open to directors, members, partners, agents, employees or consultants of SPS or any supplier of goods or services in connection with a competition; and the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons employed by SPS.
- 2. No entrants under the age of 18 may enter
- 3. It is your responsibility to ensure that your entry is received by us prior to the closure of the competition.
- 4. Any entries which are not received by us by 17h00 on 5 September 2022 will not be eligible to participate, regardless of the reason for the late entry.
- 5. We and our affiliates are not responsible for any entries which are not received by us, whether timeously or at all, regardless of the cause thereof.
- 6. Without limitation, we and our affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems. Servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.
- 7. We and our affiliates are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to enter or obtain any materials related to the competition.
- 8. It is your responsibility to ensure that any information which you provide to us is accurate, complete, and up to date.
- 9. Any costs or expenses which you may incur other than respect of those items specifically included in a prize are for your own account.
- 10. We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representation and give no warranty that your entry or participation in the competition will necessarily result in you winning a prize, or any aspect thereof, will meet your, or if applicable, your partner's, requirements, preferences, standards or expectations; or a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
- 11. We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- 12. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.
- 13. 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.
- 14. You must possess whatever documents and permissions that may be required in order to accept and use a prize, including, as regards international travel, a valid passport and all

- necessary visa and travel documentation, which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.
- 15. The winners will be notified by means of the contact details provided to us. If we are, or a third-party supplier is, unable to contact a winner within 3 working days or if the winner is unable to collect the prize within a reasonable time, the winner will forfeit the prize and SPS reserves the right to re-draw a new winner under the same conditions.
- 16. We may publish names of the participants and winners on any of our communication platforms.
- 17. We may require you to provide us with such additional information and documentation as we may reasonably require processing, confirming and facilitating your acceptance and/or use of a prize. If you refuse to provide us with the requested information or documentation, you will forfeit the prize.
- 18. We reserve the right to vary, postpone, suspend, or cancel the competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variation, postponement, suspension, or cancellation, you agree to waive any rights, interests, and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us, our affiliates and third-party suppliers.
- 19. You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- 20. You acknowledge that the acceptance and use of a prize is subject to the proviso that all of the terms and conditions will apply to both you and your partner (if applicable), and you will ensure that your partner agrees to be bound and complies, and will continue to comply, therewith; you will take full responsibility for your partner; you indemnify and hold us and our affiliates harmless against any claim by your partner or any third party in the event that your partner suffers any loss or damage pursuant to your partner's acceptance and/or use of a prize.
- 21. If you fail or, if your partner (if applicable) fails, to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have
- 22. You will be automatically disqualified, and you will forfeit the prize/s (in the event, that you have already won a prize). 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) noncompliance, including all 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
- 23. 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.
- 24. For purposes hereof, "affiliate" means our partners, co-promoters and sponsors of this competition, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents, and representatives.
- 25. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.

- 26. SPS's decision on any matter concerning the competition and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered in to.
- 27. To enter the competition, customers must opt-in into competition by scanning the QR code on the banner, or the opt in form on our website communicated on any of our various marketing elements/platforms.
- 28. Competition starts on Monday 5 September 2022 at 09h00.
- 29. Competition closes on 9 September 2022 at 17h00
- 30. Winners will be announced on Friday 16 September 2022 during the course of the day.
- 31. The prize breakdown is as follows:
- 32. R10 000 cash prize, paid into your bank account as soon as bank details have been confirmed via email address AND cell phone or telephone number given by entering.
- 33. SPS will not be held liable for any TAX incurred.
- 34. Failure to get hold of the winner, after 3 working days, reserves SPS the right to move to next qualifying customer drawn.
- 35. Selected winners bank account must be active and correct bank details need to be emailed to anel@spsplant.com
- 36. Winner selected will be at random.
- 37. Entrants need to like our Facebook page to be eligible for prize money.
- 38. Winners will be announced on 16 September 2022, at 10am on Facebook.