STANDARD TERMS AND CONDITIONS COMPETITIONS

1. These are the standard terms and conditions for competitions conducted or promoted by or in association with DStv Media Sales.

2. 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 share a prize (in the event that you win a prize which is for you and one or more additional persons (“your partner”).

3. The competition is not open to –
   3.1 directors, members, partners, agents, employees or consultants of DStv Media Sales or any supplier of goods or services in connection with a competition; and
   3.2 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.1 above.

4. It is your responsibility to make sure that your entry is received by us prior to the closure of the competition. Any entries which are not received by us prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry. We are not responsible for entries which are not received by us, whether timeously or at all, regardless of the cause thereof. Without limitation, we are not responsible for any problems or technical malfunction of any computer on-line systems, servers, or computer hardware or software failure or malfunction, traffic congestion (whether physical, or the internet, telephone lines or any combination thereof, or any other technical or other problems.

5. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.

6. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. DStv Media Sales will not be responsible for any costs or expenses which you, or your partner (if applicable) incur during and for purposes of your entry into the competition and your acceptance and/or use of a prize.

7. We do not make any representations or give away warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that –
   7.1 your entry or participation in the competition will necessarily result in you winning a prize;
   7.2 a prize, or any aspect thereof, will meet your, or, if applicable, your partner’s requirements, preferences, standards or expectations; or
   7.3 a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.

8. We 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.

9. Prizes are not exchanged for cash or any other item.
You must possess whatever documents and permissions that may be required in order to accept and use a prize.

The winners 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 receive the prize within 60 days, the winner will forfeit the prize and DStv Media Sales reserves the right to re-draw a new winner under the same conditions.

We may invite you to be present when the prizewinners are determined or announced, to participate in any of our marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of our goods or services, for which no fee, royalty or other compensation will be payable. You may decline such an invitation.

We may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate 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.

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.

You acknowledge that the acceptance and use of a prize is subject to the proviso that –

15.1 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;

If you fail to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have, -

16.1 you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize);

16.2 you will pay us for any loss or damage incurred by us directly or indirectly as a result of your non-compliance, including all of our legal costs which we may incur in taking any steps pursuant to your non-compliance.

The 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.

DStv Media Sales and the judges’ 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 into.