

Terms and conditions

- 1 All people entering this competition (the entrants) agree that the competition rules as set out in these terms and conditions are binding on them. A copy of these competition rules is available to all entrants and can be downloaded from [www.kknk.co.za].
- 2 The Organiser of this competition is Absa. For purposes of this competition “Absa” means Absa Bank Limited (registered number 1986/004794/06), all subsidiaries and associates of Absa Bank Limited and the ultimate holding company of Barclays Africa Group Limited, its subsidiaries and associates.
- 3 Absa, its directors, members, partners, employees, agents or consultants, the suppliers of goods or services and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this competition.
- 4 The entrant acknowledges that he/she has been given enough time to read these terms and conditions before entering into this competition. The entrant is aware of all the terms printed in bold.

Personal Information:

- 5 Absa will only collect, store and use your personal information, such as name, age, telephone number and email address for the purposes of entering the entrant into the competition and for purpose of administering the draw as set out in these rules. This will not affect any existing marketing preferences that you have registered with Absa.
- 6 By entering the competition, your personal information may be transferred to our service providers and agents (including their sub-contractors) to store and use as necessary to administer the draw. We will never pass your information to any third party for them to use in their own direct marketing, without your consent.
- 7 Your personal information will be held on record for a short period of time as necessary to administer the draw and then securely destroyed.

Rules of the competition

- 8 This competition starts on 21 December 2017 and ends on 22 January 2018, both dates inclusive (“the competition period”).

- 9 In order to qualify as an entrant, the entrant must –
- 9.1 be a South African citizen and hold a South African Identity document;
 - 9.2 provide correct and full personal contact details, as required;
 - 9.3 be 18 years and older; and
 - 9.4 reside in Oudtshoorn.

Method of entry:

- 10 In order to enter the competition the entrant must-
- 10.1 email their suggestion to the Mareth Jooste at marethj@playmakers.co.za – submissions should include a brief description of the artistic concept behind the suggested functional art piece as well as the functional benefit it would provide the community. Any picture references would be welcomed.
 - 10.2 An entrant can email as many ideas as they want, and the person that submits the best suggestion will stand a chance to win the prize stated below.

Prizes

- 11 Only one entrant will stand a chance to win the following prize which is in connection with Absa's sponsorship of the KKNK festival.
- a. The prize will be 4 (four) tickets to a bespoke VIP show by a top performing artist at the KKNK festival in 2018 to an estimated value of R8 700 (excl. vat). This prize does not include transportation and accommodation costs.

11.1 If the winner chooses to take a minor (under the age of 18 years) with to the Event then the winner accepts all liability for the minor and will not hold Absa nor its employees, directors, officers, sub-contractors, consultants, agents, or other representatives (in whose favour this constitutes a stipulation on behalf of another) responsible and liable for any loss or damages flowing from any injury to the winner and minor or damage to the winner and minor's property which the winner and minor may sustain or any loss or damages which any other person may sustain flowing from the winner and/or minor's death or disability as a result of any direct or indirect act, omission, default or neglect by Absa or its employees, directors, officers, sub-contractors, consultants, agents, or other representatives whilst attending the Event or transportation to or from (if applicable) to the Event and other places/venues which is provided by Absa. The winner waives any right that he/she may have to claim against Absa or its employees, directors, officers, sub-contractors, consultants, agents, or other representatives in respect of any such loss or damages, howsoever arising and whether as a result of negligence or otherwise, and the winner hereby expressly indemnify and keep them harmless against all such claims.

11.2 The prize mentioned above are intended for 4 (four) people so that the winner may invite partners to accompany him/her when receiving the prize, however, if the winner elects not to invite partners to accompany him/her on the applicable prize, he/she shall not be reimbursed for the costs of the partners.

12 Incomplete or illegible entries, bulk entries, entries from third parties and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be considered.

13 The winner will be chosen by our panel of judges: Dr. Paul Bayliss (Absa Art & Museum Curator), Suzette Celliers (Marketing and Corporate Relations), Dawn Roland (Brand and Marketing Consultant) and Rhod'e Snyman (KKNK). The following Criteria will be used to select the winner:

- The Art piece needs to be Functional.
- It needs to be uniquely Oudtshoorn.
- It needs to beautify the town.
- The Art piece will need to be able to be made from materials sourced from Oudtshoorn.
- The Art piece will need to be able to be built during the 2018 KKNK festival by festival goers.

The Art piece must not be anything that does not meet the above criteria. The Art piece will thereafter belong to Absa and will be used for the 2018 KKNK festival. The winner will have no right once it has been handed over to Absa. All copyright will therefore belong to Absa and the winner will not receive any monetary towards the usage of the art piece in any materials or for marketing purposes associated with the 2018 KKNK festival.

The selection will take place at Absa Head Office situated in Johannesburg CBD on the town on the 29 January 2018.

14 In order to participate in the competition, entrants will be required to attend to the reasonable cost for their entry (this includes but is not limited to postage, entry through internet facilities, short message service (sms), multimedia messaging service (mms) and/or any similar media or device). Such cost will not exceed what is reasonable for the method of entry (i.e postage stamp, internet costs, normal sms rates and the like).

15 The winner/s will be contacted telephonically on 31 January 2018. If the selected winner does not answer his/her landline and/or mobile phone, Absa will leave a message on the winner's landline or mobile phone (if possible). Absa undertakes to try at least three (3) times on three (3) consecutive days to notify the winner/s. If Absa cannot get hold of the winner/s telephonically or cannot leave a message telephonically, Absa will send a notice to the contact details (i.e. via sms, e-mail or post) provided by the entrant.

16 If the prize is declined or if the winner cannot be contacted from the details supplied on their submission within three (3) working days of the panel decision date, a replacement winner will be decided by our panel of judges at Absa's discretion and the replacement winner will be notified by Absa via SMS and the "winner contact" process will be followed. The same process will be followed should the replacement winner also decline or the price be unclaimed or the replacement winner cannot be contacted.

- 17 The winner will be notified to collect his/her prize at the KKNK Offices in Oudtshoorn, The winner must collect his/her prize within one (1) month after Absa has informed them as set out in 15 above. A signature, of the winner as a form of acknowledgement, is required upon receipt of prize. If the prize is not claimed within the one (1) month period then the prize will be forfeited. The winner has no further claim to the prize and the “claim period” has ended.

No prize/s will be transported and/or delivered to the winner’s place of residence, and Absa will not be liable for any travel, transport, accommodation, or any other costs when the prize is handed over or received.

- 18 When the winner/s accepts his/her prize, Absa would appreciate the right to identify the winner by taking his/her photograph (at no fee) and publishing this in the relevant media as decided by Absa. Absa does however acknowledge the winner’s right to choose not to be identified and may refuse to have his/her photograph taken and published in printed media or to appear on radio and television.

- 19 If the winner has given his/her written consent, Absa has the right to publish the winner's name and photographs (at no fee) in any advertising, promotional, print, point-of-sale or public relations material. The nature of these publications will be determined at the sole discretion of Absa, for a period of twelve (12) months from the date of the lucky draw.

- 20 **Absa is not liable in any way for any direct or indirect loss or damage because of an entrant or winner’s participation in the competition.**

- 21 **If Absa cannot continue with the competition for any reason beyond its reasonable control or if it is required by any regulatory terms or applicable law, Absa may end or alter the terms of the competition on condition that–**

21.1 no winner have been determined; and

21.2 reasonable notice has been given beforehand to all entrants.

- 22 **If the competition is ended as set out in 21 above, no entrant will have any claim of any nature whatsoever against Absa.**

- 23 Absa is not obliged to award more than the defined prize. If the prize is anything other than a cash award, Absa will not be liable for any defects or damage to the prize. The winner must refer to the applicable supplier/manufacturer warranty for replacement or repair of the item.

- 24 The prize –
- 24.1 cannot be transferred and will only be handed over if all details given are factually correct;
 - 24.2 will not be exchanged for cash amounts or for any prize other than the prize offered in this competition;
- 25 Once the prize has been handed over in terms of these rules, the results of the promotion are final in all respects and no correspondence will be allowed.
- 26 Amendments to the Terms and Conditions:
- 26.1 Absa is entitled to amend the terms and conditions thereof in so far as same is deemed necessary and such amendments may relate to any aspect of such competition;
 - 26.1.1 the amendments may include the addition and or deletion of any existing and or proposed terms and conditions of the competition, which amendments may also affect the identified prize including but not limited to cash prize of such competition;
 - 26.1.2 the proposed amendments may be effected prior to the starting date of the competition and during the Competition Period, which amendments may result in the Competition Period being reduced and or extended as deemed necessary;
 - 26.1.3 it is the entrant's responsibility to regularly check the website where the competition rules are made available as per clause 1 for any amendments.
- 27 In the event that the terms and conditions of this competition are amended in terms of clause 26, such amendments shall become effective immediately or on such date as may be determined by Absa. However, all entrants who have received confirmation of the prize prior to such will remain eligible to receive the prize that has been awarded to them in accordance with the terms and conditions in force when they were selected as winners.
- 28 No entrant shall have any recourse or claim against Absa as a result of any amendment to these terms and conditions or as a result of Absa's cancellation, termination or suspension of the competition in line with these terms and conditions.