



## WHPS HOLIDAY COMPETITION TERMS AND CONDITIONS 2018

1. These terms and conditions apply to the WHPS Holiday Competition (the “Competition”) organised by Waterkloof House Preparatory School (“the Organiser” or “WHPS”).
2. By choosing to enter the Competition, a person who participates in the Competition (the “Participant”) agrees to be bound by and adhere to these terms and conditions. The Participant acknowledges that he/she has read these terms and conditions and understands them.
3. Additional terms and conditions applicable to a specific competition may be displayed on the Organiser’s website and the Participant agrees to be bound by and adhere to the additional terms and conditions as well.
4. Only persons who are resident in the Republic of South Africa may enter the competition. If a participant is younger than 18 years, they must obtain their parent or guardian’s consent to participate in the competition.
5. The competition is not open to:
  - 5.1. a supplier of goods or services in connection with the Competition.
6. Participation in the Competition opens on 21 February 2018 and closes at 23:59 on 22 March 2018. Books must be returned by close of business on 23 March 2018.
7. In order to participate in the Competition, a Participant must purchase a raffle ticket from a learner at WHPS. The prize winners will be selected by way of a random draw which will be held on 28 March 2018 at the WHPS Theatre.
8. Winners who were not present at the draw will be notified by telephone and email within 24 hours after the draw taking place. In the event that a potential winner cannot be successfully contacted within 5 (five) days after the draw or is unable, for any reason whatsoever, to accept the prize, the potential winner will forfeit the prize and WHPS may draw a replacement winner from the remaining qualifying participants in the draw. Winners and their travel companions may be required to sign the disclaimers and indemnity forms specified by the Organiser in order to receive their prizes.
9. Upon receipt of this notification the potential prize-winner may be required to produce a copy of the raffle ticket purchased in order for he/she to claim his/her prize/s and will be required to provide his/her physical address for the prize to be awarded or delivered to his/her home/work-place, email address, work telephone number (if available) and a



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admin@whps.co.za | www.whpsschool.com

copy of his/her ID book and/or driver's license to a representative from the WHPS Parents' Association.

10. If so determined by the Organiser, a potential winner may forfeit their prize if they cannot produce the raffle ticket purchased by them. Potential prize winners may be required to answer several questions about their eligibility and provide supporting documents in order to receive their prizes and may forfeit their prizes if they cannot do so or are found to be ineligible.
11. The prizes in the Competition are as follows:

Prize-winners:

- 11.1. It is important to note that there shall be two prize-winners for First Prize described below. In this case, both the winner of the draw and learner responsible for the raffle book from which the winner was drawn shall qualify for the applicable prize. In this regard, the prize extends only to the immediate family (maximum of 4) of the winner and/or the learner (subject to all the other terms and conditions set out herein).
- 11.2. In the event that the winner of the draw is also the learner responsible for the raffle ticket and/or a member of his/her immediate family, THEN, only one holiday shall be allocated to such person. In other words, the learner and his/her family shall not qualify for two holidays. In this case, a further winner shall be drawn from the entries and the winner of the second draw (and not the learner) shall win the second holiday available in the category.

First prize:

- 11.3. A trip to Phuket, Thailand for a family of four people, departing from South Africa on 17 August 2018 and returning to South Africa on 25 August 2018. Winners must be able to travel on the aforesaid dates in order to use the prize. The prize consists of return economy flights, transfers between the airport and the resort and accommodation at Centara Karon Resort in Phuket, Thailand in a deluxe family studio at The Lagoon. The package includes breakfast daily. The prize includes only the items mentioned above. All costs and expenses that are not stipulated herein will be for the winner's own account. The package provides for only one child of the age of 12 (or older), and one under the age of 12. Minors must be accompanied by their parents/guardians on the trip. Any additions for extra family members, or changes for further children over the age of 12 will incur



extra costs, which will be for the prize-winner's account solely and are subject to availability and to the Organiser agreeing to the changes. Refer to further detailed information on the package inclusions and exclusions on the School's website.

- 11.4. The package will further include a monetary contribution of R5,000.00 (five thousand Rand only) as spending money per family; not per family member.
- 11.5. Winners must be in possession of passports valid for travel and will be responsible for obtaining visas, unabridged birth certificates for the children and all other travel documents as may be required and they will be responsible for all costs in this regard. The airline, cabin class and flight itinerary will be determined by the Organiser in its sole discretion. Flights will depart from a South African airport determined by the Organiser. Winners will be responsible for the costs of travel to the relevant airport. The Organiser will not be responsible if flights are delayed, postponed or cancelled for any reason or if the winner and/or their travel companions cannot or do not make the trip, and in all such events the prize will be forfeited totally and no substitution will be provided.
- 11.6. **Note:** There is only one prize for each of the 2nd, 3rd and 4th prizes, for the actual ticket holder only. Further details are set out below.

Second prize:

- 11.7. A 2-night weekend for a family of four at the luxury Big-5 Elephant Plains Game Lodge, in the Sabi Sands.
- 11.8. 2nd prize conditions: The prize is valid for a family of four, the package provides for only one child of the age of 12 (or older), and one under the age of 12 and for the nights of 31 August 2018 & 1 September 2018 only. The prize includes breakfast, lunch and dinner daily with accommodation in the Rondavels. Two game drives and one bushwalk a day are also included. All costs and expenses that are not stipulated herein will be for the prize-winner's own account.

Third Prize:

- 11.9. A 2-night weekend for two at Royal Swazi Spa & Casino, Swaziland.

Fourth prize:

- 11.10. A 2-night midweek stay for two at the Soho Hotel, in Sun City.
- 11.11. 3rd and 4th prize conditions: The prizes are valid for two adults over the age of 18 years old and will be subject to availability at the time of booking; and will



include accommodation and breakfast only. Should the prizes not be used by 1 August 2018 the prizes will be forfeited in full, with no further onus on the Organiser. All other terms and conditions will apply as set out on the School's website.

- 11.12. In the event that the dates (of any of the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> prizes) need to be changed; or changes need to be made to include further family members, or change the ages thereof; or indeed the prize itself needs to be transferred to a third party, then all arrangements in this regard, as well as all costs incurred for such changes, will be for the sole responsibility of the prize-winner.
12. Unless otherwise stated, a maximum of one prize per person can be awarded in the Competition.
  13. Prizes and the use thereof are subject to the terms and conditions determined by the suppliers of the prizes. Winners agree to such terms and conditions and may forfeit their prizes if they fail to comply with same. In the event of any uncertainty about the specifics of the prizes, such uncertainty shall be determined by the Organiser in its sole discretion and winners agree to abide thereby.
  14. The Organiser will not replace any lost, mutilated or stolen travel tickets, vouchers or the like and will have no responsibility to winners in this regard.
  15. Prizes are not transferrable or redeemable for cash and may not be deferred, changed, exchanged or substituted. The Organiser may, in its sole discretion, allow transfer of or changes to prizes, provided that the Organiser will determine the terms and conditions that will apply in such circumstances and winners will be liable for the costs relating to the changes.
  16. The Organisers may substitute a prize for another of similar value, but will in no event be liable to winners if prizes become unavailable or cannot be used for whatever reason. Winners will be responsible for all taxes and fees associated with prizes.
  17. The Organiser, its learners and the Organiser's employees, contractors, consultants and associates ("Indemnified Parties") shall not be liable for any injury, death, loss, cost or expense suffered or incurred by any person as a result of participating in the Competition or the acceptance or use of a prize (including, as a result of any act or omission, whether negligent, grossly negligent or otherwise on the part of the Indemnified Parties). This disclaimer also extends to the cover of any prizes awarded to learners during the incentive and sales process of the Competition. The Participant hereby indemnifies and



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holds the Indemnified Parties harmless against any claim, liability, cost, expense or penalty suffered or incurred as a result of participating in the Competition or the acceptance or use of a prize.

18. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing it from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Organiser shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.
19. Winners agree (at no fee) to be identified, photographed and published.
20. The Organiser reserves the right to disqualify a Participant from the Competition if such Participant is found to have tampered or interfered with the operation of the Competition, acts in an unsportsmanlike or disruptive manner or breaches any of these terms and conditions.
21. The Organiser may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on its website.
22. The Organiser may terminate this Competition in the event that it determines, in its sole opinion, that there has been a malfunction in the conducting of this Competition.
23. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Organiser's decision will be binding and final and no correspondence will be entered into.
24. The Organiser reserves the right to cancel, suspend or terminate the Competition. If the Competition is cancelled, suspended or terminated the Participants will have no claims against the Organiser as a result thereof.
25. These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa.
26. For enquiries regarding the Competition, call Nicolle Weir on 0828231399 or Margo Scheepers 0781169451.