

## Terms and Conditions

Herein are defined the Terms and Conditions for the #Pimpmybiz Competition by Izwi Lomzansi 98.0FM in collaboration with CN Marketing (Pty) Ltd.

### Definitions

*'Competition'*: The #Pimpmybiz Competition

*'Promoter'*: Izwi Lomzansi 98.0FM

*'Prize'*: 1 x Mobile App & 1 x Digital Marketing Starter Pack worth R20 000

*'Vendor'*: CN Marketing (Pty) Ltd

### Introduction

These Terms and Conditions are the official "rules" of the Competition. These rules (together with any official Competition communications) will govern and apply to the Competition. Please take a moment to review these rules. By your participation, you agree that these rules will govern all aspects of your relationship with the Competition and Competition-related agents, the Promoter and the Vendor. These rules can only be modified (or superseded) by the Promoter (at its own and reasonable discretion). All revisions or changes to the rules will be posted on the Competition website or (at Promoter's sole discretion) on any other of the potential official Competition communication media as may be reasonably calculated to reach a majority threshold of potential participants.

### Participation

1. The Competition is conducted by the Promoter, Izwi Lomzansi 98.0FM in collaboration with the Vendor, CN Marketing (Pty) Ltd.
2. No person who is a director, employee, sponsor or agent of or consultant to the Promoter or who is a spouse, life partner, parent, child, brother, sister, business partner, or associate to a director, employee or agent of or consultant to the Promoter is eligible to participate or enter this Competition.
3. This Competition is only open to legal residents (18 years of age or older) of the Republic of South Africa.

### Entries

1. The Competition runs from 31 May 2020 to 31 July 2020. No late entries will be accepted.
2. The entry steps are detailed below, as well as the entry website located here: XX
3. The winner will be randomly chosen via a method of selection at the sole discretion of the Promoter.
4. No responsibility will be accepted for entries lost, delayed or damaged in transmission.
5. Entries reflected on Promoter's records will be treated as the only validation source and will be the only evidence of successful entries.

### Entry Steps

1. Participants can complete their entries at this page: XX
2. Participants are required to submit their entry form on the above-mentioned landing page.
3. Participants are required to download the Izwi Lomzansi 98.0FM mobile app.
4. Participants are required to register an account on the Izwi Lomzansi 98.0FM mobile app.
5. Participants are required to submit a voice note via the Izwi Lomzansi app, stating the following "I am [Participant full name & surname]. My business is [business name] and we [business description]. So, Izwi Lomzansi, please pimp my biz!"

### Prize

1. The prize will consist of one mobile application and one digital marketing starter pack to the value of R20 000, rewarded to one winner at the end of the Competition.
2. The prize is not transferable and cannot be exchanged for cash or any other goods/services.
3. In the event of the Promoter not being able to contact the winner, the Promoter reserves the right within a reasonable time to identify another winner.
4. The prize may be subject to additional terms and conditions that the prize winner must comply with.

### Prize Terms and Conditions

1. The mobile app is guaranteed to be delivered within a period of 30 days. The development timeline is often dependent and subject to the winner's cooperation, and as such, the Vendor, CN Marketing (Pty) Ltd will not accept any responsibility or liability for delays arising from a lack of cooperation.
2. The mobile app only covers an Android application downloadable from Google Play Store. Additional Terms apply to an iOS application downloadable from Apple Store.
  - 2.1. An Apple Developer's Account is required in order to publish a mobile application to the Apple Store.
  - 2.2. An Apple Developer's Account is priced at an annual fee of \$99. This fee is the sole responsibility of the app owner. The Vendor, CN Marketing (Pty) Ltd will take no responsibility or accept no liability for app suspension or removal from the Apple Store due to non-payment.
  - 2.3. Apple has very strict policies in place to ensure a high standard for all apps on the Store. Apple has a rigorous approval process, and the Vendor CN Marketing accepts no responsibility or liability upon app rejection. Resubmissions are charged at additional fees at the sole discretion of the Vendor, CN Marketing (Pty) Ltd.
  - 2.4. The Vendor, CN Marketing (Pty) Ltd will assist the prize winner with the creation of their Apple Developer's account, and app acceptance eligibility.
3. The mobile app prize is subject to a monthly hosting fee of R650. This fee includes hosting and app support. This fee will not be payable for the first year of the app

subscription. The first 30 days after the single year has passed, the monthly fee of R650 will apply.

4. This mobile app includes a limited number of modules in order to match the prize value. If the winner requests items outside this scope, additional fees may apply and will need to be covered by the winner in full.

4.1. Choose up to 15 modules from any one of the following options:

- Calendar
- Online Booking
- Recruitment/Jobs
- Custom Page
- Custom Profile
- Folders & Subfolders
- Business Directory
- MCommerce
- Discount
- Food Menu
- QR Options
- Catalogue/Products/Price List
- Basic Loyalty Benefits
- Places
- Events Page
- Weather
- Fanwall
- Newswall
- Social Media Integration
- Contact Page
- Push Notifications
- Topics/Group Messaging
- Forms
- In-App Messages
- Individual Push Notification
- Inbox/Private Message
- Weblink Integration
- Shopify
- WordPress
- Prestashop
- Magento
- Volusion
- Audio
- Video
- Image Gallery
- Radio
- RSS Feed
- Custom Source Code Import

4.2. If you would like more information on any of the above modules, feel free to reach out to the CN Marketing team.

### **Prize winner selection**

1. The Prize winner will be selected by the Promoter, Izwi Lomzansi 98.0FM.
2. The prize winner will be notified via e-mail and the prize winner's first name will be published on the Promoter's & Vendor's website/additional promotional material at the Promoter's & Vendor's sole discretion.
3. Participants and the winner absolve the Promoter, its affiliates, its advertising agencies, advisors, suppliers, nominated agents and dealers from liability from any and all claims howsoever arising, including from willful misconduct or negligent acts or omissions on the part of any such person.
4. Participants and the winner absolve the Vendor, its affiliates, its advertising agencies, advisors, suppliers, nominated agents and dealers from liability from any and all claims howsoever arising, including from willful misconduct or negligent acts or omissions on the part of any such person.
5. The Promoter/The Vendor reserves the right to alter or cancel the Competition at its sole discretion, and without any recourse.

### **General rules**

1. The participant unconditionally and irrevocably indemnifies and holds harmless the Promoter, the Vendor, and its successors, employees, officers, suppliers, contractors, agents, consultants, directors and shareholders against all and any losses, claims, proceedings, actions, damages, (direct, consequential or otherwise), liability, demands, expenses, legal costs (on an attorney and own client basis), medical costs or other costs howsoever arising out of, based upon, or in connection with (directly or indirectly) the participants participation in the Competition, to the maximum extent permitted by law.
2. If a participant contravenes these rules, the participant may, in the Promoter's discretion, be disqualified from the Competition.
3. The Promoter's decision is final and no further correspondence will be entered into.
4. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners.
5. The laws of the Republic of South Africa govern this Competition.
6. The Promoter reserves the right to cancel or alter any aspect of the Competition at any time at its sole discretion without liability.
7. Participants in the Competition understand and agree that in order to offer the Competition; the Promoter must collect and use personal information about participants. This Competition is conducted under the terms of applicable privacy statements. These terms and conditions are subject to change according to the promoter's discretion