

# Caltex Eastern Cape “Easter Roadtrip Driving Songs” Facebook Competition

## TERMS AND CONDITIONS:

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I agree and understand that I shall be bound by and comply with the terms and conditions for entry into the Caltex Eastern Cape “Easter Roadtrip Driving Songs Competition (“The Competition”) and that in the event that I fail to comply with the terms and conditions for entry for any reason that my entry shall not be eligible for any prize and I may be disqualified from the competition.

1. The competition shall start on 3<sup>rd</sup> April 2017 and end at midnight on 12<sup>th</sup> April 2017. It shall comprise ten rounds.
2. The competition applies to sound clips specifically identified as “Easter Roadtrip Driving Songs Competition” on the Caltex Eastern Cape Facebook page.
3. A round of the “Easter Roadtrip Driving Songs” competition comprises one sound clip. Each round is independent of all other rounds. Each round closes at midnight on the day in which the clip is posted.
4. To enter, a participant shall identify the song from which the clip is taken. Participants should post the name of the song and the artist, as a comment, below that days short audio clip, on the Caltex Eastern Cape Facebook page. The answer will be considered correct if the title and artisit of the song is correct.
5. Entrants via Twitter should tag @CaltexEC and are bound by the same conditions as participants entering via Facebook.
6. Participants may only submit one answer per round of the competition. Each new sound clip constitutes a new round. Should more than one entry be received from the same entrant, the first received entry will be deamed to be the valid entry, and subsequent entries discarded.
7. The prize is R1000 in fuel vouchers redeemable at a Caltex in the Eastern Cape of the winner’s choice.
8. The competition is open to everyone domiciled in the Eastern Cape except employees of Caltex, Caltex Eastern Cape Marketer their advertising and promotional agencies, marketing service companies, other suppliers, their retailers and retailer employees and the immediate family members of all of the above.
9. To qualify for a prize, a participant may not have won a prize with Caltex Eastern Cape within the past 90 days. A participant may only win one prize in this competition.
10. For avoidance of any doubt, it is specifically stated that there is no obligation on the part of any participant to purchase fuel in order to enter this competition.
11. Every correct, qualifying entry received by midnight on the day the clip was posted will be entered into a draw and the winner will be selected using a random number programme. The winner will be selected by Caltex Eastern Cape Marketer in its sole discretion.
12. Winners will need to adhere to the verification process in order to claim their prizes and will need to supply a copy of their ID or passport when the prize is handed over.
13. Each prize may only be awarded to or taken by the person who is a winner of a prize.

14. Should there be no correct entry for a specific round, the prize will be rolled over and added to the prize for the next winner.
15. The decision of the judges at Caltex Eastern Cape Marketer is final and no correspondence shall be entered into. Caltex Eastern Cape Marketer may in its sole discretion decide that an entry is not eligible for the competition and may disqualify the entry even if the entry is correctly submitted.
16. The winners will be contacted via social message, on the platform used to submit the winning entry, within 48 hours of the close of the competition. Winners shall have to claim their prize. Three attempts will be made to contact the winner over a seven day period.
17. The prizes must be claimed within seven (7) days of being first notified. No prize may be claimed after this period and the winner shall forfeit his/her prize.
18. Caltex Eastern Cape Marketer accepts no responsibility for any variation in the worth of the prize due to fuel price variation or any other reason. The prize, or any unused portion is not transferable or exchangeable and cannot be taken as cash.
19. The prize will be delivered to the winner at a Eastern Cape Caltex service station of thier choice.
20. Prize winners, on acceptance of prizes, may be requested to participate in publicity or broadcast or publishing with Caltex internal or external communication including social media. Names of the winners (first name, last initial and town of residence) may also be announced on the Caltex Eastern Cape Facebook page.
21. Caltex Eastern Cape Marketer requires the winners to submit a copy of their ID or other identification, and to complete and submit an information disclosure agreement and indemnification to enable Caltex Eastern Cape Marketer to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should any winner refuse or be unable to comply with this rule for any reason, such winner will be deemed to have rejected the prize and it shall revert back to Caltex Eastern Cape Marketer.
22. Caltex Eastern Cape Marketer collects contact information about entrants in order to contact them about the competition and where appropriate award prizes, and may also use the information to assist Caltex Eastern Cape Marketer in improving goods and services and to contact entrants in the future with special offers via any medium including mail, Facebook inbox and commercial electronic messages.
23. Caltex Eastern Cape Marketer will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the prize/s, except for any liability which cannot be excluded by law. Caltex Eastern Cape Marketer will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this competition if the deficiency is occasioned by any cause outside the reasonable control of Caltex Eastern Cape Marketer including without limitation technical malfunctions or failures or warranties (including warranties and functionalities of the prize/s).
24. Caltex Eastern Cape Marketer shall have the right to terminate the competition immediately and without notice. In the event of such termination, all participants agree to waive any right that they have to recourse against Caltex Eastern Cape Marketer their agents, service providers, publishers and or promoters.
25. Entering of the competition indicate acceptance of all the above rules and any violation or attempt to violate any of these competition rules will result in immediate disqualification of the transgressor.
26. Dates, times and prizes are subject to change without prior notice.
27. If for any reason this competition is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of Caltex Eastern Cape Marketer, which corrupt or affect

the administration, security, fairness, integrity or proper conduct of this competition, Caltex Eastern Cape Marketer reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition subject to any written directions under applicable legislation. Caltex Eastern Cape Marketer also reserves the right in its sole discretion to disqualify any individual who Caltex Eastern Cape Marketer has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. Caltex Eastern Cape Marketer's legal rights to recover damages or other compensation from such an offender are reserved.

For more information please contact [competition@CECM.co.za](mailto:competition@CECM.co.za)

