

## Terms and conditions for Lucky Chow Pizza Drive 2021

- 1 This is a promotional campaign and drive called Lucky Chow Pizza Drive 2021 (the "Campaign") conducted by Lucky Star Ltd (Registration Number: 1946/022718/06) of 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town (the "Lucky Star") subject to the provisions of section 36 of the Consumer Protection Act, No. 68 of 2008 as amended ("CPA") and the regulations promulgated there-under, and the terminology used in the aforesaid CPA shall apply to the Campaign.
- 2 All participating outlets will receive a Lucky Chow starter kit and branded giveaways, as well as being entered into a random draw with all participating outlets with a chance of winning 1 of 2 Lucky Chow delivery motorbikes or 1 of 10 Lucky Chow delivery bicycles via a random draw to help boost their business.
- 3 Except for those participating outlets described in clause 7 below, the Campaign is open to Active outlets in identified Township selling pizza in 2021. The Key Areas in this regard are Soweto/Pretoria, Khayelitsha, Gugs and Umlazi. In order to qualify for the prizes, the participating outlet must have a valid relevant learners license (valid for 18 month). Further it is an express condition of these Terms and Conditions that the motorcycle licensing, registration and insurance and will be the responsibility and the obligation of the winning participating outlets.
- 4 To enter the Campaign, participating outlets must be active outlets in the identified township areas selling pizza – 2021. The participating outlet needs to be open and willing to collaborate with Lucky Chow Pizza Drive and sign a contract in agreement with Lucky Star regarding the participation in the Campaign.
- 5 The Campaign will be promoted through various phases and the participating outlet must be registered online in order to participate in the campaign.
  - 5.1 The participating outlets will have the opportunity to participate in a draw to win 1 of 2 Lucky Chow delivery motorbikes or 1 of 10 Lucky Chow delivery bicycles. Winners to be announced on 30 September 2021.
  - 5.2 All 115 participating outlets that have registered and listed Lucky Chow Pizza on their menu will be invited to participate and sign up for the Heritage Day Special and the participating outlets must agree to the separate Terms and Conditions of this Heritage Day Special.
- 6 The Campaign opens on 26 July 2021 and closes at midnight on 30 September 2021. Winners will be contacted and notified by Lucky Star Regional Representative by 30 September 2021.
- 7 The prizes shall not be awarded to a director, member, partner, employee or agent of, or consultant, or their spouse, partner or members of their immediate family, to Lucky Star or any other person who directly or indirectly controls or is controlled by, Lucky Star. Lucky Star reserves the right to request a winner to depose an affidavit confirming that he/she does not fall within this category of persons and must further upon request be able to verify their identity by providing a certified copy of their South African identity document, valid passport or formal refugee documentation.
- 8 Prizes are not transferable and will only be given to the winner and not a representative.
- 9 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 17 below, the prize will be forfeited to Lucky Star for a reselection on the same basis that the original winners were selected.
- 10 By entering this campaign, the participant acknowledges and agrees that Lucky Star, its agents and representatives are granted the right to invite the participant, which invitation the participant has the right to decline, to be present at the drawing of winners' names or at the announcement of the winners, participate in any marketing activity and use the footage and/or images of the participant in whole or

- part and in connection with the distribution, broadcasting and all advertising, marketing and promotions to do with the footage in relation to the Campaign.
- 11 When a participant submits an entry and/or sends e-mails to Lucky Star, that participant consents to receiving communications from Lucky Star electronically and agrees that all agreements, notices, disclosures and other communications sent by Lucky Star electronically satisfy any legal requirements, including but not limited, to the requirement that such communication should be "in writing".
  - 12 A participant, by entering the campaign, agrees and gives consent that the information provided to enter the campaign may be stored and used for statistical purposes or for marketing purposes by Lucky Star. Consent to use the participant's information is not a condition for entry in the campaign and the participant has the right to withdraw such consent at any time by notifying Lucky Star per telephone on number 021 415 8600 or per e-mail at [info@luckystar.co.za](mailto:info@luckystar.co.za).
  - 13 Information collected from participants will be used by Lucky Star only and will not in any way be transferred or made available to third parties except if it remains for the use by Lucky Star only.
  - 14 A participant will have the right to request from Lucky Star details of the information held of the participant and to update and/or correct any of the information provided. Lucky Star can be contacted for this purpose per telephone on number 021 415 8600 or per e-mail at [info@luckystar.co.za](mailto:info@luckystar.co.za).
  - 15 No correspondence will be entered into and Lucky Star's decision is final and binding, subject only to the supervision and certification of the campaign by an independent accountant, registered auditor, attorney or advocate and the reporting thereon through Lucky Star's internal audit reporting procedures.
  - 16 When entering the campaign, a participant acknowledges and agrees to these terms and conditions.
  - 17 Should any participant or winner be found to be in contravention of any of these terms and conditions or in the opinion of Lucky Stars, engaged in conduct in entering the Campaign which is fraudulent, misleading, deceptive or generally damaging to the goodwill of reputation of Lucky Star, Lucky Star reserves the right to disqualify such a participant or winner on written notice.
  - 18 The Participating Store hereby indemnifies and holds Lucky Star harmless from all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses or other liabilities imposed or brought against, incurred or suffered by Lucky Star arising out of or as a result of such non-observance or non-compliance on the part of the participating outlet participating in the Campaign of its obligations in terms of this Agreement.
  - 19 Facebook® and Twitter® are in no way directly or indirectly liable for any communication in all forms pertaining to the campaign. The campaign is in no way sponsored, endorsed or administered by, or associated with Facebook® and Twitter® and they shall in no way assume liability in whole or in part directly or indirectly, from participation in the campaign by the participant or any action by the campaign organisers.
  - 20 The participant hereby acknowledges that any voluntary provision or disclosure of any information is provided to Lucky Star and/or its organisers and not to Facebook® and Twitter®.
  - 21 Lucky Star chooses as its *domicilium citandi et executandi* for all purposes under this campaign, whether in respect of court process, notice or other documents or communication of whatsoever nature: 7th Floor, Oceana House, 25 Jan Smuts Street, Cape Town, 8001.
  - 22 Lucky Star has the right to terminate the campaign immediately and without notice in the event that, due to reasons beyond its control, it is impossible to continue with the campaign. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against Lucky Star, its directors, employees and agents.

23 The Lucky Star consumer helpline for enquiries is 0860 102 500.