

Thank You



Our Continent's Promise ICT Conference

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## Competition Terms and Conditions

### GovTech 2022 – Delegate Survey

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communications & digital technologies  
Department of Communications & Digital Technologies  
REPUBLIC OF SOUTH AFRICA

## Competition Terms and Conditions

### GovTech 2022 – Delegate Survey

#### 1. INTERPRETATION

1.1 Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below, shall bear the corresponding meanings:

- (a) Competition – the competition as promoted by the Promoter;
- (b) CPA – the Consumer Protection Act, 2008 (Act No. 68 of 2008);
- (c) Eligible Entrant – a permanent resident and citizen of South Africa over the age of 18 (eighteen) years old, in possession of a valid South African Identity Document, except any person employed by the SITA based at the National Office including such employee's immediate family, and the service providers appointed by the Promoter to manage the SITA, GovTech 2022 including the employees, immediate family members and partners of the appointed service providers. The term "Immediate family





members" shall include, but is not limited to; spouse, parents, siblings, grandparents, children and grandchildren.;

- (d) Platforms – the platforms of the SITA including the microsite <https://www.govtech.gov.za/>
- (e) Prizes – the Prizes associated with the Competition as advised by the SITA ;
- (f) Promoter – the promoter of the Competition is SITA with head office at 450 Tsitsa Street, Erasmus Kloof. 0048;
- (g) Promotional Period – as advised by the Promoter;
- (h) Terms and Conditions – these terms and conditions, together with all annexures and addenda hereto; and
- (i) Winner – an Eligible Entrant who wins the Prize in respect of this Competition.

## 2. GENERAL INFORMATION

2.1 The SITA (hereinafter referred to as “the Promoter”) is a National Government Department in the Republic of South Africa and the Promoter’s registered address is 450 Tsitsa Street, Erasmus Kloof. 0048, Republic of South Africa. The Promoter is launching a competition whereby ten (10) people stand a chance of winning a Takealot or a Pro Shop Voucher.

These terms and conditions shall apply mutatis mutandis to affiliates of the Promoter or third parties who help to facilitate or are involved in the Promotion.

2.2 Any person who decides to enter the Competition (hereinafter referred to as “the Entrant”) agrees that they have read and understood the Terms and Conditions of this Competition as set out below and that these are binding on the Entrant in their personal capacity.





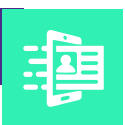
### 3. ENTRY AND COMPETITION RULES


- 3.1 This Competition starts on upon opening of the survey and ends one week after the opening of the survey at midnight (“Promotional period”).
- 3.2 To qualify as an Entrant, a person must –
  - (a) live in the Republic of South Africa;
  - (b) be 18 years or older;
  - (c) provide correct and full personal contact details as required and his or her name must be provided as reflected in his or her South Africa identity document or card;
  - (d) registered and attended GovTech 2022 ; and
  - (e) enter the Competition once only.
- 3.3 Ten winners will be selected and are each eligible to win one (1) prize during the promotional period.
- 3.4 The competition ends at midnight (CAT), one week from the opening of the survey, where after the Promoter with the assistance of an HP official will select, via random draw, the ten winning Entrants.
- 3.5 The Competition is open during the Promotional Period to Eligible Entrants, and shall run on the Platforms as identified by the Promoter.
- 3.6 In order to enter the Competition, an Eligible Entrant is required to adhere to the Promoter’s stipulated Competition requirements of entry as stipulated above.
- 3.7 The Competition is only valid within South Africa. Eligible Entrants must be within South Africa at the time of entering the Competition, for the verification process and at the time of the prizes being awarded should they be declared a Winner, failing which such person will be disqualified and the draw of a replacement entry shall take place under the same terms and conditions as the first draw.





- 3.8 Any person employed by the SITA based at the National Office including such employee's immediate family, the service providers appointed by the Promoter to manage the SITA GovTech 2022 including the employees, immediate family members and partners of the service providers are excluded from entry into the Competition and such entries will be disqualified.
- 3.9 Eligible Entrants are required to enter this Competition only once and complete the entry requirements stipulated by the Promoter. Eligible Entrants are only eligible for 1 (one) Prize under this Competition.
- 3.10 Any costs associated with accessing the Platform remains the responsibility of each Eligible Entrant, and are dependent on the internet service provider utilised.
- 3.11 The Competition is in no way sponsored, endorsed or administrated by, or associated with the Platforms. The Eligible Entrants voluntarily provide their information to the Promoter and not to the Platforms, however the Eligible Entrants or Participants are required to take note of the following:
- (a) Eligible Entrants or any other participants may not misuse the social media platforms or Competition in any way. This includes posting content for commercial purposes or distributing spam or malicious code or using the site to collect the personal data or content of other users or direct visitors to other sites or pages.
  - (b) Posts must not contain any content that is normally prohibited on the relevant Platforms such as explicit or offensive content.
  - (c) If any Eligible Entrant or participant does not comply with these Terms and Conditions, their entry can be deleted and they will not be allowed to take part in the Competition.
  - (d) The names entered in the Competition must correspond with the names on the Identity Document or passport and delegate pass of the Eligible Entrant.
  - (e) Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Entries received will be considered final by the Promoter.
  - (f) Entries must be received by the Promoter during the Promotional Period.




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- (g) Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid and thus disqualified.

#### **4. ACCEPTANCE**

- 4.1 By entering the Competition all Eligible Entrants and Winners agree to be bound by these Terms and Conditions.
- 4.2 These Terms and Conditions will be interpreted by the Promoter, in its sole and absolute discretion and its decision regarding any dispute will be conclusive, final and binding and will not be challenged on any grounds, including without limitation, the grounds that the Promoter failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles or procedural fairness.
- 4.3 The Promoter reserves the right to amend the Promotional Period of this Competition at any time.

#### **5. SELECTION OF WINNERS, NOTIFICATION AND OTHER CONDITIONS RELATING TO THE PRIZE**

- 5.1 All entries will be reviewed by a panel of judges who will short-list the valid entries. The judging panel will then conduct an audited random draw to select the Winners. Except in so far as is provided for in the CPA, the Promoter's decision is final and no correspondence will be entered into.
- 5.2 The Prize will be awarded and the Winners will be notified via e-mail within the time as specified by the Promoter, on the e-mail address that was used to register for GovTech 2022 or such that the Winner entered for this Competition. Delivery of the Prize will be arranged by the Promoter upon receiving valid verification from the Winners.
- 5.3 The Prize is not transferable and can only be issued in the Winner's name. Furthermore, the Prize is subject to availability and cannot be exchanged for cash.
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- 5.4 The Winner is responsible for additional expenses, and all incidental expenses that he or she may decide to incur after receipt of the prize.
- 5.5 The Promoter will assist the Winner as much as is practicable to ensure the Prize is taken according to these Terms and Conditions. The Winner needs to sign all documentation as required.
- 5.6 The Promoter reserves the right to disqualify any Winners if they do not respond to an e-mail sent to them within 24 (twenty four) hours of notification thereof, and, in such event, a replacement Eligible Entrant from the competition entries will be chosen as the Winner.
- 5.7 In such circumstances, the replacement entrant shall be contacted by the Promoter by e-mailed as soon as reasonably practicable and shall be required to respond to the Promoter in the manner set out in such e-mail.

## **6. COMPETITION CONDITIONS**

- 6.1 The Promoter shall not be liable for any disruption to the Competition, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of any disruption to the Competition the Promoter shall use its reasonable endeavours to remedy any disruption and resume the Competition on a fair and equitable basis to the Eligible Entrants.
- 6.2 The Promoter reserves the right to cancel or amend the Competition or these Terms and Conditions for reasons outside of its reasonable control. In the event of such cancellation, the Eligible Entrant agrees to waive any rights, interests and expectations that he or she may have in terms of the Competition and acknowledges that he or she will have no recourse against the Promoter.
- 6.3 Any breach of the Terms and Conditions may, at the Promoter's absolute discretion, result in forfeiture of any Prize.





- 6.4 The Promoter has the absolute discretion to decide if participant's actions constitute any of the actions prohibited in terms of these Terms and Conditions and to end their participation in the Competition immediately and take appropriate legal action. The Promoter may also immediately remove any posts that they reasonably believe constitute any prohibited content without notice to the participant.

## **7. PERSONAL DATA AND PRIVACY**

- 7.1 The Eligible Entrant will be asked to provide their full name, and e-mail address.
- 7.2 The Promoter and its affiliates may collect and shall use your personal data listed hereby in order to enable your participation in this Competition and on the Platforms. The storage and use of your personal data always occurs in accordance with the applicable data protection regulations and in accordance with the Principles of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).
- 7.3 The Promoter keeps the data to fulfil the purposes for which it was collected or as required by applicable laws or regulations.
- 7.4 The Promoter will not use the Eligible Entrant's information for a different purpose without first asking permission to do so.
- 7.5 The Promoter does not allow third parties to use your personal information for a different purpose.
- 7.6 The Promoter treats all information collected as confidential.

## **8. OWNERSHIP AND PUBLICITY**

- 8.1 By becoming an eligible entrant, you grant the Promoter and its affiliated companies the right, except where prohibited by law, to use your name for competition purposes in promoting or publicising the Competition, including the right to name the Winners of the Prizes in public.





- 8.2 The Promoter, however, does not have any obligation to use the entries for any other purpose.
- 8.3 The Winners hereby agrees to allow the Promoter, to require the Winners to be identified and the photographs taken and published on the platforms.
- 8.4 Details of the Winners may also be announced on the Promoter's website and any other media properties that it chooses. The Promoter, acting reasonably, retains the right to delay the timing of the publication of the Winners of the Competition.
- 8.5 By entering this Competition, the Promoter reserves the right to communicate with you at any given time during and after the Competition and you may opt out or de-register at any time.

## **9. INDEMNITY AND RELEASE OF LIABILITY**

- 9.1 All Eligible Entrants and Winners hereby indemnify the Promoter, Takealot, Pro Shop, service providers, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or loss howsoever arising, including but not limited to wilful misconduct or negligent acts or omission arising from their participation in this Competition.
- 9.2 The Promoter shall not be liable for any loss, damage or consequential damage of any nature in contract, including negligence or otherwise caused by acceptance of these Terms and Conditions in connection with the Prize (to the extent permissible by law).
- 9.3 This condition does not affect, and is not intended to affect, any rights an Eligible Entrant, as a consumer might have, which cannot be excluded under applicable consumer protection laws.
- 9.4 To the extent permitted by law, the Promoter is not responsible for:
  - (a) inaccurate or incorrect transcription of entry information;







- (b) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
  - (c) unauthorised human intervention in any part of the Competition;
  - (d) electronic or human error which may occur in the administration of the Competition;
  - (e) any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its employees or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Winner and, where applicable, to any family or persons accompanying a Winner; or
  - (f) any personal injury or damage to persons or property suffered, including to the Eligible Entrant or any other person's computer related to, or resulting from, participation or downloading any materials in this Competition.
- 9.5 Any entries found to be duplicate or fraudulent will result in the entrant being excluded from the Competition.
- 9.6 By participating, all Eligible Entrants release the Promoter, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this Competition from any and all liability with respect to and in any way arising from participation in this Competition, acceptance or use of Prizes.
- 9.7 The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries.
- 9.8 The Promoter is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to the entrant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition.





- 9.9 Eligible Entrants agree that the Promoter and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever, and will be held harmless by the Winners for any injuries, losses or costs or damage of any kind resulting in whole or in part, directly or indirectly from acceptance, possession, misuse or use of the Prizes or parts thereof, or from participation in this Competition.
- 9.10 In no event will the Promoter be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, or for travel expenses, lost profits, revenues or business opportunities, even if the Promoter has been advised of the possibility of such damages. The Entrant cannot be a juristic entity and must be an individual.
- 9.11 Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Entrant or the Promoter in terms of the Consumer Protection Act, 2008 (Act No. 68 of 2008) ("the CPA").
- 9.12 The Entrant acknowledges that by submitting his or her entry to the promotion he or she has been given an appropriate opportunity to first read these Terms and Conditions before entering and he or she understands and agrees to the Terms and Conditions.
- 9.13 All Entrants to this promotion participate entirely at their own risk. By reading and accepting these Terms and Conditions, the Entrant hereby indemnifies the Promoter, the Promoter's directors, employees and agents of all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the promotion and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.

