# SimplyBiz®: Valentine's Day competition Terms and conditions

# 1 Promoter

The promoter of this competition is Nedbank Ltd ('Promoter').

#### 2 Competition Period

- 2.1 The competition will start on 12 February 2020 and end at midnight on 13 February 2020 ('Competition Period').
- 2.2 The prizewinners will be contacted by email at the address registered with SimplyBiz®.
- 2.3 The prizewinners will be announced with their business advertisement on social media.
- 2.4 All approved offers will be featured on the SimplyBiz® social media pages at the sole discretion of the SimplyBiz® team.

#### 3 Who is eligible to enter the competition

- 3.1 This competition is aimed at all small business owners.
- 3.2 A participant ('Participant') must:
- 3.2.1 be 18 years or older;
- 3.2.2 reside in South Africa;
- 3.2.3 be a small-business owner;
- 3.3 The following persons, although meeting the criteria above, are not permitted to enter the competition:
- the directors, members and employees of the Promoter or their spouses, life partners or immediate family, including adopted persons but not half- or step-relations); and
- 3.3.2 the suppliers and contractors of the Promoter involved in this competition.

#### 4 How to participate in the competition

- 4.1 Participants must complete the following tasks to get an entry:
- 4.2 Add your special offer to the **SimplyBiz® Directory** and name it "*Valentine's Day*", before midnight on 13th February 2020.
- 4.3 Note the duration of the special offer.

### 5 The Prizes

- 5.1 Five (5) participants stand a chance to win a copy of The Ultimate South African Business Companion ('**Prize**').
- 5.2 The prizewinners must further be duly mandated and authorised representative of their small business.

## 6 Selection of prizewinners

- The draw to select the five (5) prizewinner will take place at the Promoter's office at 135 Rivonia Road, Sandown, Sandton, on 20 February 2020.
- 6.2 All completed entries received during the Competition Period will be eligible for entry in the draw. The prizewinners will be selected by means of a computer-generated draw.
- 6.3 The final selection will be made at the sole discretion of the Promoter's SimplyBiz® team.
- In the event of a dispute the decision of the competition judges or the Promoter will be final and binding on all aspects of the competition and no correspondence will be entered into.
- 6.5 The Prize is not transferable and if not taken up for any reason, it will be subject to a separate draw and allocated in terms of this competition to another prizewinner. The Prize will not be exchanged for cash amounts.
- All other costs or expenses relating to the Prize that have not been mentioned in these terms and conditions are excluded from the Prize and are not recoverable.
- 6.7 If the Promoter is unsuccessful in contacting the prizewinner within five working days following the draw, the prizewinner will forfeit the Prize and a new prizewinner will be selected, subject to the same conditions.

- 6.8 If the prizewinner rejects his/her Prize, he/she will forfeit it and a new prizewinner will be selected, subject to the same conditions. Lack of cooperation by the prizewinner with the SimplyBiz® team will also amount to rejection of his/her Prize.
- 6.9 The Promoter will not be held responsible for any delays in the delivery of the Prize. The Promoter will also not be responsible for any additional conditions imposed by third parties.
- 6.10 The Prize will under no circumstances be provided to a third party and will be provided directly to the verified prizewinner only.
- 6.11 The Promoter will not liable for delays or failure to deliver any part of the Prize resulting from acts beyond the reasonable control of the Promoter. Such acts include, without limitation, acts of God, strikes, lockouts, riots, acts of war, civil disorder, rebellions or revolutions in any country, epidemics, acts of terrorism, vandalism or sabotage, governmental regulations imposed after the fact, communication line failures, power and telecommunications failures, earthquakes, fire, floods or other disasters. The Promoter will notify the prizewinner as soon as reasonably possible if the Prize is affected in this manner. The Promoter reserves the right to replace the Prize at any time with another Prize of similar commercial value.
- 6.12 For audit purposes, the prizewinner will have to complete a confirmation form. This completed and signed form will act as proof that the prizewinner is the correct recipient of the Prize and all deliveries of the Prize will be made on this basis (courier slips, etc).

#### 7 General

- 7.1 All information relating to this competition and published on any promotional material will form part of these terms and conditions.
- 7.2 The Promoter, its associated companies, its agents, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from an entrant's participation in the competition or for any loss or damage.
- 7.3 The Promoter may request the prizewinner (at no fee) to consent in writing to endorsing, promoting and/or advertising any service of the Promoter.
- 7.4 The prizewinner may, however, decline a request to use his/her details or images in marketing material or to participate in the marketing of any of the Promoter's services or products. Such refusal will not affect the awarding of Prize.
- 7.5 These terms and conditions can be found on the SimplyBiz® website.
- 7.6 By entering this competition, all Participants agree to be bound by these terms and conditions.
- 7.7 The Promoter is not liable for any accident, injury, harm, death, damages, costs and/or loss sustained by the prizewinner and/or any other person who participates in the Prize with the prizewinner, at any point during the fulfilment of such Prize.
- 7.8 The Promoter will email the prizewinner to arrange for delivery or collection of the Prize.

#### 8 Further enquiries

For more information and all questions about this competition please email us at contactus@simplybiz.co.za or visit simplybiz.co.za.