TERMS AND CONDITIONS (“COMPETITION RULES”)

1. Interpretation
1.1 In the Competition Rules, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

1.1.1 “the Act” means the Consumer Protection Act 68 of 2008;
1.1.2 “Business Day” means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;
1.1.3 “Bridge2Thailand” means the closed Facebook group which participants must join in order to enter the competition and to keep track of their entries for the Promotional Competition;
1.1.4 “Competition Rules” means the rules contained herein, as required by Section 36 of the Act;
1.1.5 “Participant” means any natural person who qualifies in terms of clause 4.1 hereof and who enters into the Promotional Competition in terms of clause 5 hereof;
1.1.6 “POPI” means the Protection of Personal Information Act, No 4 of 2013;
1.1.7 “Promoter” means Bridge Flow (Pty) Ltd (registration number: 2015/289057/07);
1.1.8 “Promotional Competition” means the competition to which these rules pertain as run by the Promoter during the Promotion Period;
1.1.9 “Promotion Period” means the six month period from 6 November up until 7 May 2018;
1.1.10 “Prize” means a 10 day trip to Thailand for the Winner and a partner including return flights and accommodation as further described in clause 9.
1.1.11 “Redeemable Period” means the period that the Participants have to redeem their Prize being 1 June 2018 to 31 May 2019;
1.1.12 “Website” means www.bridgeflow.co.za; and
1.1.13 “Winner” means the Participant who is successful in the Promotional Competition and is notified as such by the Promoter in terms of clause 6.

2. Introduction
2.1 The Promoter is offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win the Prize.
2.2 The Promoter hereby imposes the following Competition Rules in terms of Section 36 of the Consumer Protection Act.

3. The Consumer Protection Act
3.1 The Competition Rules contain certain terms and conditions which may:-

3.1.1 limit the risk or liability of the Promoter, or any relevant third party; and/or
3.1.2 create risk or liability for the Participant; and/or
3.1.3 compel the Participant to indemnify the Promoter or a relevant third party; and/or
3.1.4 serve as an acknowledgement, by the Participant, of certain facts.

4 The Participant
4.1 The Participant must be:

4.1.1 a natural person and may not be a juristic person;
4.1.2 a major in terms of section 17 of the Children’s Act 38 of 2005;
4.1.3 a resident of the Republic of South Africa;
4.1.4 in possession of a valid passport (for at least 6 months after the Redeemable period); and
4.1.5 a conveyancing secretary or paralegal working for a registered law firm in South Africa.

4.2 The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to the Competition Rules.

4.3 It is a material term of the Promotional Competition that all Participants’ to this Promotional Competition participate entirely at their own risk.

5 How to enter
5.1 To enter the Promotional Competition a Participant must refer a transaction to the Promoter for bridging finance within the Promotion Period in the form and substance as prescribed by the Promoter.
5.2 Each referral of a Participant who successfully applies for bridging finance with the Promoter amounts to one entry into the draw for the Prize for that Participant. Therefore the more successful referrals passed to the Promoter by a Participant, the more entries are logged, and the higher the chance of the Participant becoming the Winner.

5.3 The Participant will be notified of each entry logged and each Participant’s total number of entries can be viewed on Bridge2Thailand.
6 The Winner
6.1 Within 7 (seven) Business Days of expiry of the Promotion Period the Winner shall be selected as follows:-
   6.1.1 Each entry, or entries, of every Participant containing their details shall be placed in a draw;
   6.1.2 the Winner shall be selected at random by an independent third party nominated by the Promoter; and
   6.1.3 the Winner will be notified via e-mail and/or telephone and announced on Bridge2Thailand, in terms of clause 7.1.1, if successful.
6.2 The selection of the Promoter is final and binding and no correspondence or negotiations will be entered into with Participants in this regard.
6.3 The Winner must inform the Promoter within 5 Business Days of being notified of its acceptance of the Prize.
6.4 The Promoter will then, in consultation with the Winner, book the flights and accommodation in respect of the Prize in the Redeemable Period and will inform the Winner of the final dates of travel.
6.5 By participating in the Promotional Competition, the Winner hereby accepts that the Winner will be asked to take part in further publicity relating to the Promotional Competition, the Promoter may incorporate the Winner in publicity campaigns or allow their names and likenesses to be used for promotional purposes aligned with the Promoter’s business, including but not limited to posting photos to the Promoter’s website, Facebook and other social media pages.

7 The Rules
7.1 The following rules apply to the Promotional Competition:-
   7.1.1 the Participants must provide correct and up-to-date personal details as required by the Promoter with each referral sent to the Promoter and allow the Promoter to process such information in terms of POPI;
   7.1.2 the Promoter reserves the right to amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate the Promotional Competition at any time. In such event, where the Promotional Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they have no recourse against the Promoter, their employees, agents, partners, suppliers, or sponsors; and
   7.1.3 the Prize is non-transferable, non-refundable, non-exchangeable and cannot be redeemed for cash.

8 Indemnification
8.1 By entering into the Promotional Competition and reading the Competition Rules, the Participant expressly agrees to the following indemnifications:
   8.1.1 the Participant indemnifies and holds harmless the Promoter and its promotional partners, their employees and their agents (“the Indemnified Parties”) of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and
   8.1.2 the Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to their boarding of the flight to Thailand or for the Winner’s inability for whatsoever reason to redeem or utilize the Prize.

9 The Prize
9.1 The following provisions apply in respect of the Prize to be awarded at the end of the Promotional Competition:
   9.1.1 The Prize is based on specific airlines and hotels and will be subject to availability at the time of booking. If preferred dates are not available, alternatives will be provided within the redeemable period;
   9.1.2 All airport taxes will be the responsibility of the Winner and payable at the time of booking;
   9.1.3 The Prize excludes all meals and beverages not specified in the travel documents and or vouchers provided to the Winner after the Prize has been booked and paid for by the Promoter.
   9.1.4 The Prize excludes travel insurance, this is the responsibility of the Winner. Travel insurance is highly recommended.
   9.1.5 Travel by the Winner is not permitted over peak periods and school holidays during the Redeemable Period.
   9.1.6 Participation in the Promotional Competition constitutes acceptance of the Competition
Rules.

9.1.7 By entering the Promotional Competition Participants consent to their details being used for marketing campaigns by the Promoter.

9.1.8 The Winner will be notified by telephone or email. If winners are uncontactable (due to incorrect contact details) after 10 days of attempting to contact them, their prize will be forfeited.

9.1.9 A Prize may not be handed over to a winner when it is prohibited by law for the winner to use the prize. The Winner must prove their eligibility to use the prize. Once the Winner has been notified and the prize has been handed over, the Winner must sign an acknowledgement of receiving the Prize.

9.1.10 The Participant must inform their employer of his/her participation in the Competition and must obtain consent to participate, if this is required, the Promoter accepts no responsibility in this regard should the Participant have failed to obtain the necessary consent, resulting in their inability to redeem the Prize.

9.1.11 The Winner must provide valid proof of identity (a green bar-coded ID book, passport or drivers licence).

9.1.12 Any extras not included in the Prize as detailed above will be at the expense of the winner.

9.1.13 The Promoter reserves the right to substitute the Prize with any other prize of equal value to the Prize offered herein, at its sole discretion.