

# TERMS AND CONDITIONS

## 1 DEFINITIONS

1.1 The words below, when used in these terms and conditions, shall have the following meaning:

- “Closing Date” means the time and date when a Competition will close, which will be detailed on the respective Competition Page
  - “Competition” shall have the meaning at 2.2
  - “Competition Page” shall have the meaning at 3.1
- “Draw Date” means the date when the Winner of a Competition will be drawn in accordance with clause 6.1, which date will be detailed on the respective Competition Page
  - “Donation/donations” shall mean an Donation/entries to a Competition
- “Donation fee” shall mean the cost of submitting an Donation to a Competition via the Website (as described at 4.1.2), which will be detailed on the respective Competition Page
- “Opening Date” means the time and date when a Competition will open, which will be detailed on the respective Competition Page
  - “Prize” shall be the prize for a Competition, which will be detailed on the respective Competition Page
  - “Winner” shall mean the winner of a Competition
  - “Website” shall mean [www.kevinrichardsonfoundation.org](http://www.kevinrichardsonfoundation.org)

## 2 THE PROMOTER

2.1 The Promoter is: Kevin Richardson Foundation NPC, a non profit, public benefit organisation registered in South Africa

2.2 The Promoter will operate this competition (each referred to as a "Competition") which can be entered into on the Website, which will result in the allocation of a Prize subject to these terms and conditions. The competition is a lucky draw from donors supporting a campaign to raise money for conservation efforts in South Africa

### 3 A COMPETITION

3.2 The Competition Page will detail:

3.2.1 Prize

3.2.2 Donation

3.2.3 Opening Date

3.2.4 Closing Date

3.2.5 Draw Date

3.3 A Competition will be open from the respective Opening Date to the Closing Date

### 4 HOW TO ENTER

4.1 To enter a Competition you can follow either of the following routes:

4.1.2 To enter the Competition on the Website, pay the donation and complete and submit the online Donation form provided on the Website by the Closing Date.

4.2 The first 500 donations will be duplicated in the lucky draw

4.4 Entries on behalf of another person will not be accepted and joint submissions are not allowed

4.5 All Entries must be received by the Promoter by the Closing Date. All Entries received after the Closing Date are automatically disqualified

4.6 By submitting a Donation, you are agreeing to be bound by these terms and conditions

4.7 For help with donations, please contact [info@kevinrichardsonfoundation.org](mailto:info@kevinrichardsonfoundation.org)

4.10 You are responsible for ensuring the contact details you provide are correct.

4.11 Entries cannot be returned

4.12 The Promoter will not be responsible if it is unable to contact a Winner because the contact details provided via a social media account are incorrect

## 5 ELIGIBILITY

5.1 Subject to 5.2, a Competition is open to persons who are aged 18 years or over

5.2 The following persons are not eligible to enter a Competition:

5.2.1 employees of the Promoter or its holding or subsidiary companies

5.2.2 employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with a Competition or its administration

5.2.3 professional advisers or anyone else connected with the development or operation of the Website or a Competition in any way

5.2.4 members of the immediate families or households of the Promoter

5.3 The Promoter will not accept Entries that are

5.3.1 automatically generated by computer

5.3.2 completed by third parties or in bulk

5.4 In entering a Competition, you confirm that you are eligible to do so and eligible to claim any Prize you may win. The Promoter may require you to provide proof that you are eligible to enter a Competition

5.5 You are responsible for determining whether your accessing and/or use of the Website or Donation into a Competition is compliant with applicable laws in your jurisdiction and you warrant to us that your participation in a Competition will not breach any applicable laws

## 6 SELECTION OF WINNER

6.1 A Winner will be selected by the following process:

6.1.1 each of the valid Entries will be entered into a draw

6.1.2 a draw will be made by a computer process which uses a random number generator

6.1.3 the person whose Donation is drawn first will be the Winner

6.2 The decision of the Promoter with regards to which Donation is drawn first is final and no correspondence or discussion will be entered into

## 7 THE PRIZE

7.1 The Prize for a Competition will be set out on the respective Competition Webpage

7.2 Please note that the Promoter will not be responsible for any incidental costs or expenses related to a person's acceptance of a Prize (including any tax liability which may arise). Any costs other than those set out on a Competition Page as being included within a Prize are the responsibility of a Winner

7.3 Without limitation to clause 7.2, please note that if a Prize involves travel, that:

7.3.1 it does not include travel insurance, the cost of transfers to and from airports or stations, food and drink, spending money, tax or personal expenses

7.3.2 the Winner will be responsible for ensuring that they, and (if applicable) any person travelling with them, are available to travel and hold valid passports, any necessary visas, travel documents and vaccine or Covid test requirements for the trip in question on the travel dates specified

7.3.3 if a Prize relates to travel for more than one person, the Winner and their companion(s) must travel together, departing from and returning to the same location at the same time and on the same itinerary, though there is no guarantee that seats will be adjacent to each other

7.3.4 dates once notified to the Promoter cannot be changed

7.4 The Promoter reserves the right to determine a final date by which the Prize must be taken, which unless otherwise agreed upon is within 18 months of contacting the winner

7.6 The Promoter reserves the right to replace a Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so

7.7 A Prize is not negotiable and there is no cash alternative for a Prize

7.8 Any Winner (or companion of a Winner if applicable) must comply with: any directions or itinerary given by the Promoter and/or their agents, together with all relevant laws, rules, regulations, restrictions, guidelines or requirements. Failure to comply with directions, itineraries, laws, rules, regulations, restrictions, guidelines or requirements may result in an Donation being deemed to be invalid by the Promoter and/or forfeiture of a Prize

## 8 CLAIMING THE PRIZE

8.1 The Promoter will make reasonable efforts to contact a Winner as soon as practicable after the Draw Date, using the telephone number or email address provided with an Donation. Such Winner must then formally claim the Prize by sending an email to [info@kevinrichardsonfoundation.org](mailto:info@kevinrichardsonfoundation.org), within 7 days of the Draw Date

8.2 If a Winner cannot be contacted or is not available, or if a Winner has not claimed their Prize within 7 days of the Draw Date (which may be extended at the sole discretion of the Promoter), such claim will become invalid, the Winner will forfeit the Prize and the Promoter will repeat the process at 6.1.2 and 6.1.3 with the other valid Entries, and then award the Prize to the person whose Donation which is drawn first (the "Alternate Winner"). The Promoter will make reasonable efforts to contact the Alternate Winner as soon as practicable, using the telephone number or email address provided with an Donation. Such Alternate Winner must then formally claim the Prize by sending an email to [info@kevinrichardsonfoundation.org](mailto:info@kevinrichardsonfoundation.org) within 7 days of re-arranged draw. If the Alternate Winner does not claim the Prize within such period, this process will be repeated until a Winner is selected. For the avoidance of doubt, once a Prize has been forfeited by a person who was a Winner but failed to claim within the respective period, such person will have no claim against the Promoter. If an Alternate Winner is selected, they shall be deemed to be a "Winner" for the purposes of these terms and conditions, including but not limited to interpreting clauses 8.3 – 8.10

8.3 Before any Prize will be paid or transferred, the Promoter reserves the right to require a Winner to:

8.3.1 provide a certified copy of their passport or driving licence to the Promoter to confirm their identity, age and address and that they are eligible to enter the respective Competition

8.3.2 if the purchase of the Donation was made by debit card or credit card, prove that that the card was legally theirs or that they had authorisation to use it

8.4 If a person fails to meet the obligations listed at 8.3.1 or 8.3.2, the Promoter reserves the right to disqualify the Winner and select an Alternate Winner by repeating the process at 6.1.2 and 6.1.3 with the other eligible Entries, and then awarding the Prize to the person whose Donation which is drawn first

8.5 Following receipt and verification of any details requested by the Promoter, the Winner will be contacted in order to make arrangements for the award of the Prize

8.6 A Prize may not be claimed by a third party on behalf of a Winner

8.7 A Prize is not transferable by a Winner to another person, other than with the prior express written approval of the Promoter (which may be withheld in the absolute discretion of the Promoter)

8.8 The Promoter does not accept any responsibility if a Winner is not able to receive a Prize for any reasons outside of the Promoter's control

8.9 A Winner must comply with all reasonable requests of the Promoter with regards to the award of a Prize, including any travel arrangements

## 9 LIMITATION OF LIABILITY

9.1 Nothing in these terms shall limit or exclude our liability for death or personal injury caused by the Promoter's negligence or any matter in respect of which it would be unlawful for us to exclude or restrict liability

9.2 Subject to 9.1, and insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to a Winner, or any other person, or accept any liability for any loss (including consequential loss), damage, personal injury or death which results from a person receiving a Prize or otherwise results from any Competition

9.3 If due to reasons of hardware, software or other computer related failure, or due to human error a Prize is awarded incorrectly, the Promoter reserves the right to reclaim the Prize and award it to a person who should have been awarded the Prize, at its sole discretion and without admission of liability. The Promoter shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom a Prize has been incorrectly awarded, and no compensation shall be due

9.4 The Promoter will not accept responsibility for Entries that are lost, of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind

9.5 The Promoter does not guarantee the availability of the Website. The Website may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons reasonably beyond the control of the Promoter and the Promoter does not accept responsibility for the inability of a person to submit an Donation in such instance

9.6 The Promoter does not accept any responsibility or liability if a person is not able to take up a Prize

## 10 OWNERSHIP OF ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

10.1 All Entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned

## 11 DATA PROTECTION

11.1 The Promoter will only process your personal information as set out in the privacy policy

## 12 BREACH OF TERMS AND CONDITIONS

12.1 You agree to reimburse the Promoter in respect of any damages suffered by the Promoter or any losses by the Promoter resulting from any claim made by a third party, in each case in respect of any matter arising from your use of the services relating to a Competition in breach of these terms and conditions or from your violation of any applicable law or regulation

12.2 The Promoter reserves the right to void an Donation if it has reasonable grounds for believing that a Donation has breached any of these terms and conditions

12.3 The Promoter reserves the right to exclude a person from participating in a Competition, if there is any reason to believe that such participation would result in a breach of these terms and conditions

12.4 The Promoter reserves all rights to disqualify a person's Donation if their conduct is contrary to the spirit or intention of a Competition

### 13 GENERAL

13.1 The Promoter reserves the right to hold void, suspend, cancel, or amend a Competition where it becomes necessary to do so

13.2 These terms and conditions shall be governed by South African law

13.3 The parties submit to the exclusive jurisdiction of the courts of South Africa