

Participation Terms and Conditions

1. Coleske Artist Management (Pty) Ltd (hereinafter referred to as the “**Ticket Seller**”) is the seller of tickets to various “Afrikaans is Groot” shows/events from time to time during 2024, utilising the ticketing platform of iTickets (the “**Platform**”).
2. These Participation Terms and Conditions (“**Agreement**” / “**term and conditions**”) sets out the terms and conditions applicable to you (the “**Participant**” / “**you**”) should you wish to enter the Platform to purchase event/show tickets and to participate in the promotional competition set out below (the “**Competition**”). If you do not agree to the terms and conditions set out below, you should not accept these terms and conditions, in which case you will not be granted access to the Platform.
3. For purposes of this Agreement:
 - a. the joint organisers of the Competition are the Ticket Seller, Jack Pot City, Betway and World Leisure Holidays (collectively hereinafter referred to as the “**Organisers**”);
 - b. the Ticket Seller’s connected parties are: Jack Pot City, Betway and World Leisure Holidays (collectively hereinafter referred to as the “**Connected Parties**”).
4. If you accept these terms and conditions:
 - i. you will be granted access to the Platform, subject to the terms and conditions of this Agreement;
 - ii. you will be redirected to the websites of the Organisers (“**Applicable Websites**”);
 - iii. you will be sent an invitation from one or more of the Organisers to participate in the Competition;
 - iv. you acknowledge that entrance into the competition is subject to consent to direct marketing and that, you will be sent various promotional and marketing advertisements from one or more of the Organisers via email. You will be given the opportunity to opt out of receiving the communications from that Organiser; and
 - v. all information (personal information and otherwise) that you provide to the Ticket Seller, via the Platform, will be shared by the Ticket Seller with the Connected Parties and shall be shared between the Organisers for the purposes envisaged in this Agreement, subject to all applicable data protection laws, including without limitation, the Protection of Personal Information Act 4 of 2013 (“**POPIA**”).
5. By accepting these terms and conditions, you hereby provide your express consent to the Ticket Seller /Organisers to:
 - a. being redirected to the Applicable Websites from time to time;
 - b. being subjected to promotional and marketing advertisements via email and receiving invitation(s) to participate in the Competition; and
 - c. the processing of your personal information, as defined in POPIA (“**personal information**”) to communicate with you; to transmit marketing and promotional information to you (as set out in clause 5.b above); to implement the Competition; to sell event tickets to you; and permitting the Ticket Seller to transfer and/or share your said personal information with the Connected Parties and to permit the sharing of your personal information between the Organisers to give effect to the

execution and implementation of this Agreement, subject to compliance with all applicable data protection laws, including POPIA. For more information regarding the Organisers' respective privacy practices including your rights, please see their privacy notices (links to which are contained in clause 13 below).

6. Indemnity and Limitation of Liability:

- a. The Ticket Seller makes no representations or warranties, implied or otherwise, that:
 - i. the information provided via the Platform will be available timeously, accurately, error-free, securely, uninterrupted, updated and/or reliable; and
 - ii. the Applicable Websites will comply with all applicable legislation, including without limitation POPIA when processing your personal information.
- b. By electing to accept these terms and conditions the Participant indemnifies and holds the Ticket Seller, its employees and representatives, harmless against any damages, losses, claims or harm that may be suffered/received by the Participant arising out of the Participant's election to accept these terms and conditions and/or any arising out of the conduct on the Applicable Websites, the conduct of any of the Connected Parties when transmitting promotional and / or marketing advertisements to the Participant and any conduct of the Connected Parties (including that of its controllers, owners and representatives).
- c. Notwithstanding any provision to the contrary contained in this Agreement, the Participant's claim(s) against the Ticket Seller, if any, shall not exceed the amount paid for tickets purchased by the Participant from the Seller during a period of 12 months immediately preceding any such claim.

7. Eligibility for Competition:

- a. The Competition is open to residents of South Africa aged 18 years and older.
- b. Employees, officer bearers, agents and representatives of the Ticket Seller and Organisers and their immediate family members are not eligible to participate.

8. Competition Entry Period:

The Competition entry period commences on March 27, 2024, and closes on March 28, 2024, or at such time as Afrikaans is Groot 2024 is sold out, whichever is the latest.

9. How to Enter the Competition:

- a. To enter the Competition, the Participant must spin the Jack Pot City Wheel through the designated online Platform provided by Betway on behalf of Jack Pot City.
- b. The Participant is allowed one entry per valid Afrikaans is Groot show ticket purchased.
- c. No consideration is required to be paid by the Participant to the Organisers to enter or win the Competition.
- d. The Participant will be required to register online before entering the Competition, which will require the Participant to share its personal information with the Ticket Seller and Organisers, subject to these terms and conditions.

10. Basis of determination of results of Competition:

The Prizes will be pre-populated on the Jack Pot City Wheel. The winner(s) of the Competition will be determined through pure chance, by spinning the Jack Pot City Wheel and landing on the applicable prize.

11. Competition Prizes:

- a. There are two potential prizes available to be won:
 - i. R1 million from Jack Pot City; and
 - ii. A trip to Mauritius for a couple attending each Afrikaans is Groot show in 2024, provided by World Leisure Holidays in association with Jack Pot City. The trip includes hotel accommodation, shuttle from the airport, and half board. Flights are not included. The prize must be used within one year of receipt.
- b. The winner of the R1 million prize will be announced via the Ticket Seller's electronic and social media platforms by the end of May 2024 and will be communicated directly to the winner via email.
- c. Winners of the trip to Mauritius will be announced within a reasonable time after each Afrikaans is Groot show in 2024 via the Ticket Seller's electronic and social media platforms and will be communicated to the winner(s) via email.

12. General Competition Terms:

- a. Winners must possess a valid Afrikaans is Groot show ticket to claim their prize.
- b. Prizes are not transferable and cannot be exchanged for cash or any other alternative.
- c. Winners of the trip to Mauritius must possess a valid passport for travel.
- d. The Ticket Seller/Organisers reserve(s) the right to verify the eligibility of winners and disqualify any entry or Participant who breaches these terms and conditions.
- e. The Ticket Seller/Organisers reserve(s) the right to cancel or amend the Competition and these terms and conditions on written notice to the Participant via email in the event of any unforeseen circumstances or factors outside their control.
- f. A copy of this Agreement, including the Competition rules, and any information relating to place, date and time of where/when the winner may receive the prize(s) may be obtained from info@afrikaansisgroot.co.za

13. POPIA Compliance:

Details about the manner in which iTickets will use the Participant's personal information are contained in the privacy policy which may be found at the following hyperlink: www.coleskeartistsmanagement.co.za

The Ticket Seller shall use the Participant's personal information specifically for purposes set out in this Agreement (including, without limitation, the sale of event tickets to the Participant and related correspondence with the Participant).

For further information regarding the Organisers' privacy practices including your rights, please see:

Ticket Seller Privacy Notice: www.itickets.co.za

Jack Pot City Privacy Notice: <https://reg.betway.co.za/>

Betway Privacy Notice: <https://reg.betway.co.za/>

World Leisure Holidays Privacy Notice: www.wlh.co.za

In relation, specifically, to the Competition, the following provisions shall apply to the processing of your personal information:

- a. **Consent to Data Sharing:** By entering this Competition, you hereby grant permission to the Ticket Seller and its appointed/nominated ticket facilitator, iTickets, to share the following personal information provided by you - your name, email address, physical address, cell phone number and identity number - with the Connected Parties.
- b. **Purpose of Data Sharing:** The personal information shared with the Connected Parties is intended solely for the purpose of facilitating the Competition, including but not limited to the administration of prizes, communication regarding the Competition and related promotional activities (as set out above).
- c. **Compliance with POPI Act:** The Ticket Seller and iTickets, as the data collectors, and Connected Parties, as the recipients of the personal information, are committed to complying with POPIA and all relevant data protection laws and regulations in South Africa.
- d. **Limited Use of Personal Information:** The personal information provided by you will be used by the Organisers only for the purposes explicitly stated herein and will not be further processed in a manner incompatible with these purposes.
- e. **Security Measures:** The Ticket Seller, iTickets and the Connected Parties have implemented appropriate technical and organizational measures to safeguard your personal information and to prevent unauthorized access, disclosure, alteration, or destruction thereof.
- f. **Retention Period:** Your personal information will be retained only for as long as necessary to fulfil the purposes outlined in this Agreement or as required by applicable laws and regulations.
- g. **Your rights:** Please see the Privacy Notices of iTickets and the Organisers for more information regarding your rights and how to go about effecting them.
- h. **Limitation of Liability:** The Ticket Seller, iTickets and the Connected Parties shall not be liable for any loss, damage, or harm arising out of or in connection with the sharing of your personal information in accordance with this Agreement, except to the extent caused by their own wilful misconduct or gross negligence.

14. Important notices in terms of the Consumer Protection Act 68 of 2008 (“CPA”):

If you are a consumer, as defined in the CPA, the Ticket Seller and Organisers have a duty to point out certain important terms to You. The paragraphs which contain these important terms and the reasons why they are important are set out below:

- a. Limitation of the Organisers’ liability: Clauses 6 and 13.h are important because they limit and exclude obligations, liabilities and legal responsibilities which the Ticket seller and Organisers may otherwise have had towards you. They also limit and exclude your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.
- b. Assumption of risk: Clauses 6 and 13.h are important because they contain assumptions of risk by you and may limit your rights and remedies against the Ticket Seller and Organisers that you may otherwise have had in law.
- c. Acknowledgment of fact: Clause 5 is important because it contains acknowledgement of facts by you. You must the aforesaid paragraph carefully ensure that the facts acknowledged by you are true and correct.
- d. Indemnity: Clause 6 and 13.h are important as they require you to indemnify and hold the Ticket Seller and Organisers harmless against claims that may be made against the Ticket Seller and/or Organisers in certain circumstances. This may place various risks, liabilities, obligations and legal responsibilities on you and may entitle the Ticket Seller and/or Organisers to claim payment from you of the amount(s) of these aforesaid claims or for you to forego any related claim that you may have otherwise had against the Ticket Seller and/or Organisers.