

# Franchise Business Festival Terms and Conditions

## 1. Definitions

In these terms and conditions, the following words shall bear corresponding meanings:

- 1.1. **"Competition"** means the Promoter's competition that will be conducted at the Event, starting at 10h00 on 30 June 2017 and ending at 17h00 on 2 July 2017.
- 1.2. **"Event"** means the Franchise Business Festival that will be held from 30 June 2017 to 2 July 2017 at the Kyalami Grand Prix Circuit, Gauteng, South Africa.
- 1.3. **"Franchise"** means a franchised business that forms part of a franchise system accredited by the Promoter.
- 1.4. **"Participant"** means a person who attends the Event and enters the Competition.
- 1.5. **"Prize"** means a R200, 000.00 cash prize.
- 1.6. **"Promoter"** means FASA and includes its affiliates, partners, sponsors, and agents.
- 1.7. **"Sponsor"** means the OK Franchise Division.

## 2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.

## 3. Entry Requirements

- 3.1. Only persons who are resident in the Republic of South Africa and do not have a criminal record or adverse credit record may enter the Competition.
- 3.2. In order to participate in the Competition, persons must attend the Event, visit the Sponsor's stand, and complete an entry form. Entries received through any other medium or manner shall not be considered.
- 3.3. Only one entry shall be allowed per Participant.
- 3.4. Any Participant's entry that does not comply with these terms and conditions will not be considered and may be disqualified.

## 4. Award Terms

- 4.1. The winners of the Competition will be chosen in an audited, random draw.
- 4.2. The Competition draw will take place not later than two months after the Closing Date. The winner will be notified by telephone within 24 hours after the draw taking place.
- 4.3. In the event that a Prize winner cannot be successfully contacted within 24 hours of the draw or is unable, for any reason whatsoever, to accept the Prize, a replacement winner will be randomly drawn from the remaining qualifying participants in the draw in accordance with same process and procedures as applicable to the original draw.

## 5. Prize Terms

- 5.1. The Prize is to be deposited into an ABSA business account which shall be opened in the name of the winner.
- 5.2. The winner must use the full Prize for no other purpose other than to purchase a Franchise that must be accredited by FASA.
- 5.3. In the event that the Prize does not cover the full purchase price of the Franchise, ABSA may consider an application for additional funding from the winner, provided that the winner is credit worthy and agrees to comply with the lending criteria offered and subject to such terms and conditions as ABSA may specify relating to its loan.
- 5.4. Failure to comply with the Prize Terms will result in disqualification of the winner whereby another winner will be chosen.
- 5.5. The Prize is not transferrable.

## 6. Warranties and Indemnities

The Promoter, the Sponsor and ABSA, and their employees, contractors, consultants and associates shall not be liable for and each Participant hereby indemnifies and holds the Promoter, the Sponsor and ABSA harmless against any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Competition or acceptance or use of the Prize.

## 7. General

- 7.1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on its website.
- 7.2. The Competition is not open to:
  - 7.2.1. any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter, Sponsor or ABSA; or
  - 7.2.2. a supplier of goods or services in connection with the Competition.
- 7.3. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 7.4. In the event of a dispute regarding a winner chosen in accordance with 4.1 above, the decision of the person auditing the draw shall be final and binding and no other correspondence will be entered into.
- 7.5. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.
- 7.6. All enquiries regarding the Competition should be sent to the Promoter at the Franchising Association of Southern Africa, Postnet Suite 256, Private Bag X4, Bedfordview, Gauteng, 2008.