

## **“VOGUE EYEWEAR #SHOWYOURVOGUE 2017” COMPETITION TERMS AND CONDITIONS**

The terms and conditions set out below apply to and govern the “VOGUE EYEWEAR #SHOWYOURVOGUE 2017” Competition as operated by Luxottica South Africa (Pty) Ltd (“Luxottica”). A copy of the full Competition rules can be accessed at <http://www.vogue-eyewear.com/za>

### **PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY**

Entry into the Competition constitutes an agreement by the Entrant to be legally bound by these Terms and Conditions. The onus is on every entrant to familiarise themselves with these Terms and Conditions before entering into the Competition, and failure to do so is done at own risk, and Luxottica will not accept any liability for any damages suffered as a result.

### **1. ELIGIBILITY TO ENTER**

To be eligible to enter this Competition, the Entrant MUST;

- be a legal resident of the Republic of South Africa; and
- be EIGHTEEN (18) years of age or older as of 13 SEPTEMBER 2017; and
- currently reside within South Africa.

Employees, officers, consultants and directors of Luxottica SA (Pty) Ltd, its parent, subsidiary, and affiliated companies, advertising, promotion, or production agencies, web masters/suppliers and their IRS dependents and immediate family members (spouse, parents, children, siblings) of the aforementioned, and individuals residing in their same household, (whether or not related) are not eligible to participate. By participating, Entrants agree to these Terms and Conditions. Void outside the Republic of South Africa, all local laws and regulations apply.

### **2. LUXOTTICA CONTACT DETAILS**

Luxottica South Africa (Pty) Ltd, 2nd Floor Block A, Black River Park North, 2 Fir Street, Observatory, South Africa, 7945, 021 486 6100.

### **3. COMPETITION PERIOD**

The **Vogue Eyewear #SHOWYOURVOGUE 2017** (the “Competition”) begins on 13 SEPTEMBER 2017, and ends on 13 OCTOBER 2017 (the “Competition Period”).

### **4. HOW TO ENTER**

During the competition period, consumers should visit [www.vogue-eyewear.com/za](http://www.vogue-eyewear.com/za) to follow the instructions. Consumers will need to post a picture on Instagram (only), using the campaign hash tags: #ShowYourVogueSA and #VogueEyewear, and tagging @vogueeyewear. The picture should express the consumer’s V-Side (Vogue-Side) and the caption should help explain what it is. Vogue Eyewear describe a V-Side as anything that makes one unique. Everyone has a V-side that reflects your own personality and attitude and makes you unique and beautiful, more than your external beauty. #SHOWYOURVOGUE is an invitation for consumers to show the world, their true essence and inner beauty.

## **5. SELECTION PROCESS**

The prize winner selection will be done by a Judging Panel and the decision of The Judging Panel is final. Each Entrant will be able to enter the competition once only. In the event of registrations or data attributable to the same identity, subsequent registrations to the first will not be valid. In such event, the only data that will be considered in order to distinguish different identities will be the email addresses.

The competition is only open to people over the age of 18. Any entries attributable to minors will be invalidated, even at a later date.

Any attempted fraud or incorrect or false declaration by any Entrant, at any stage, will lead to the disqualification of the Entrant.

## **6. WEEKLY PRIZE**

A weekly prize consisting of a R1 500 cash card for the purpose of a shopping voucher, will be awarded each week, over a period of four weeks (competition period) The winner will be contacted directly by Luxottica to liaise about the Prize.

### **6.1. GRAND PRIZE**

The grand prize of a VIP shopping experience for one consumer and a friend, to the value of R50 000 will be awarded after the competition period. The winner will be contacted directly by Luxottica to liaise about the Prize. The Full details of the Prize will be communicated to the Winner directly from Luxottica after they have confirmed eligibility and availability.

#### **6.1.1 SPECIAL CONDITIONS**

The prize is not transferable and not redeemable for cash. Luxottica reserves the right to substitute the Prize with one of a comparable value, in its sole discretion. Luxottica will NOT accept liability for any costs due to acts of crime or mishaps during the experience. The Winner and the friend travelling with the Winner, will be required to satisfactorily complete and return an Affidavit of Eligibility and a Liability/Publicity Release/Proof of Age ("Affidavit").

## **7. NOTIFICATION AND ACCEPTANCE OF PRIZE**

The Winner will be contacted via Instagram and asked to provide an e-mail address.

The Winner and the friend will be required to forward certified copies of their identity documents to Luxottica within 3 days of receiving notification of their prize.

Every reasonable effort will be made to contact the winners, however if the winners do not respond to the notification/s and or provide the required documentation within 7 (seven) days after Luxottica has informed him or her that he or she has won the prize, then such winner will forfeit the prize and Luxottica will be entitled to re-draw a new winner.

Noncompliance with any of these requirements will result in disqualification, forfeiture of the prize and the selection of an alternate winner. Return of prize notification as undeliverable will result in disqualification, forfeiture of the prize and the selection of an alternate winner. Prize recipient/s

shall not be permitted to: (a) replace the designated prize with another prize or item; (b) redeem the prize for cash; or, (c) transfer or assign the designated prize to another person.

## **8. ADVERTISING and REGULATIONS**

The competition will be promoted on third party websites and media platforms.

## **9. DATA COLLECTION AND PUBLICITY**

Personal data of the Entrant (“the data”) will be collected by Luxottica for the purpose of managing this competition and will be processed with paper and IT tools. The data may be shared with third parties working with the data controller for organising the competition. By entering the competition, you consent to: The use of your personal data by Luxottica as set out above; and the provision of the data to third parties as required to organise the competition. The Winner will also consent to the use of photographic images shared on the Sponsors social media channels, along with the Winners name, to promote the competition.

## **10. RELEASE AND INDEMNIFICATION**

The Winner, and the friend, hereby indemnifies Luxottica SA (Pty) Ltd and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) against, and shall in no manner whatsoever seek to hold the Released Parties liable, for any personal or patrimonial loss, damage or injury, to person or property, including consequential loss, or death, whether occasioned by any act or omission of the Released Parties, arising out of participation in the Competition or receipt of/or participation in the Prize.

## **11. CANCELLATION AND SUSPENSION**

Luxottica reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Luxottica’s reasonable control impairs the integrity or proper functioning of the Competition, as determined by Luxottica in its sole discretion. Luxottica reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of the Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Luxottica reserves the right to seek damages from any such person to the fullest extent permitted by law. Luxottica’s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

## **12. LIMITATIONS OF LIABILITY**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons

or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Competition or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Competition, if it is possible. No more than the stated number of prizes will be awarded.

### **13. DISPUTES**

In the event of a dispute in respect of any aspect of the Competition, the Promoters' decision is final and binding and no correspondence will be entered into.

### **14. THE CONSUMER PROTECTION ACT**

This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website:

[www.dti.gov.za/](http://www.dti.gov.za/) <http://www.dti.gov.za/>

### **15. ENFORCABILITY AND VALIDITY**

Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or enforceability, without it invalidating or rendering unenforceable the remaining provisions thereof.