



ELLERMAN HOUSE

The Music for Meals Instagram Competition 2020 Competition Terms & Conditions

Introduction:

1. Participation in this Competition is governed by these terms and conditions (the “**Rules**”).
2. Participants are encouraged to review the Rules before entering the Competition.
3. This competition is operated, hosted and organised by 180 Kloof Road (Pty) Ltd T/A Ellerman House.
4. Participation in the Competition constitutes acceptance of these Rules and all Participants agree to abide by these Rules.

Competition Rules & Information:

By participating in this Competition, Participants agree to the rules set out below:

1. This Competition is open to citizens of any country as long as they satisfy the criteria outlined below.
2. The following people are not eligible to participate in this Competition:
 - a. Directors, members, partners, promotional and advertising agents, merchandisers, employees, family or consultants of the promoters of this Competition.
 - b. Persons under the age of 18 years old.
3. The Competition shall commence on Monday, 19th October 2020 and will end at 18:00 (GM+2) on Friday, 30th October 2020.

Entry Mechanic

1. In order to gain entry in this Competition, Participants need to do all of the following:
 - a. Purchase a minimum of 1 ticket to the Music For Meals Charity Concert through www.computicket.co.za or www.militia.cleeng.com before 18:00 (GMT+2) on Friday, 30th October 2020.
 - b. Follow @ellermanhousehotel on Instagram.
 - c. Tag a minimum of 1 friend in one of the Ellerman House Instagram posts about the Competition.
2. Bonus entries will be awarded to those people that share any of Ellerman House’s Instagram posts about the Competition on their own Instagram stories and tag @ellermanhousehotel before the Competition ends.
3. Every ticket purchased to the Music For Meals Charity Concert through www.computicket.co.za or www.militia.cleeng.com before 18:00 (GMT+2) on Friday, 30th October 2020 will be counted as an extra entry as long as the above criteria is also met.

The Prize Details

1. Participants of the Competition stand a chance to win a 2-night stay for 2 people at Ellerman House .
2. The Prize includes the following:
 - a. Cape Town Airport transfers to and from Ellerman House.
 - b. 2 nights’ stay in an Ellerman House Suite for 2 people (Children 12 years and older welcome).
 - c. Breakfast for 2 people.
 - d. Drinks for 2 people (excluding wine and champagne).
 - e. Complimentary Art Tour for 2 people.
 - f. Complimentary Wine Tasting Experience for 2 people.
3. Prize stipulations:
 - a. The dates of the 2-night stay depend of availability at the Hotel and need to be confirmed within 18 months of being announced as the winner. This means the prize expires after 18 months after the winner is announced.
 - b. The winner and the winner’s chosen partner will need to arrange their own transport to and from Cape Town and this cost will not be covered by the Competition promoters or organisers.

Drawing A Winner –

1. The Winner of the Competition will be drawn at random using an online random number generator, www.random.org. This will be done using a list of all eligible entries based on the entry criteria outlined in this document.
2. A certified South African Commissioner Of Oaths will oversee the draw to ensure a fair draw process.



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Winner Announcement:

1. Once the winner has been drawn, contacted and confirmed, Ellerman House will announce the winner of the Competition on their Instagram page (@ellermanhousehotel) by no later than Friday, 6th November 2020.
2. If a potential winner does not meet the eligibility criteria, the prize will be forfeited and a runner up finalist will be drawn, confirmed and contacted. This process will continue until an eligible winner has been confirmed.

Other General Terms & Conditions:

1. Once the winner is drawn and announced, the decision is final and cannot be contested. No such correspondence will be entered into by Ellerman House or their partners.
2. The Prize is not transferable, and no substitution or cash redemption of prizes is permitted. The Prize will not be handed/awarded to a third party, but only to the verified prize winner.
3. By entering this Competition, you authorise Ellerman House to collect, store and use (not share) personal information of Participants for communication or statistical purposes. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation.
4. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants shall at all times be entitled to decline the above request. Participants that take part in any publicity campaigns will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of Ellerman House.
5. Nothing in these Rules is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or Ellerman House in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
6. All Participants participate entirely at their own risk. By reading and accepting these Rules, each Participant gives consent to these risks and hereby indemnifies and holds harmless the promoter, its directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct on the part of the Organisers.
7. Ellerman House, its directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participants, or accept any liability for: (a) any inability by the Participant to use the prize in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the prize; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the prize.
8. Ellerman House, its directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties or undertakings given by any person other than Ellerman House itself.
9. Ellerman House reserves the right to terminate or extend the Competition at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against Ellerman House, its advertising agencies, advisors, suppliers and nominated agents.
10. Notwithstanding anything to the contrary contained in these Rules, Ellerman House reserves the right to amend, modify, change, postpone suspend or cancel this Competition, the Rules and any prize (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which Ellerman House deems necessary. At the end of the Competition for whatsoever reason, all of Ellerman House's obligations in regard to the Competition as well as in regard to the prizes shall cease to exist.
11. These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa and each Participant and Ellerman House consent to the non-exclusive jurisdiction of the High Court of South Africa.



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