

**WIN AN IPAD WITH PEACH PAYMENTS AND NETFLORIST**

**PROMOTION TERMS AND CONDITIONS**

**1 TERMS AND CONDITIONS**

- 1.1 These terms and conditions govern the Peach Payments and Netflorist “Win an iPad” competition. Participation in the competition is deemed as acceptance of these terms and conditions. A copy of these terms and conditions is available at <https://www.peachpayments.com/legal>.
- 1.2 The promoters of this competition are Peach Payment Services Proprietary Limited (“**Peach Payments**”) (registration number: 2012/076633/07) a company incorporated in the Republic of South Africa and having its registered address at Brickfield Canvas, 35 Brickfield Road, Woodstock, Cape Town, and Netflorist Proprietary Limited (registration number 2005/037667/07) a company incorporated in the Republic of South Africa with its registered address at ERF 3949 Jukskei View EXT 30, The Waterfall Distribution Campus, Midrand, Gauteng 1682.

**2 RULES OF THE COMPETITION**

- 2.1 This competition opens on 00h01 on 24 November 2023 and closes on 23h59 on 27 November 2023.
- 2.2 To enter the competition, individuals must complete a transaction on <https://www.netflorist.co.za/> using a **Peach Payments operated payment method** during the Promotional Period.
- 2.3 Each completed transaction equates to one entry in the competition. Multiple entries are permitted, with each transaction counting as a separate entry.
- 2.4 The promotion is open to all individuals who are 18 years or older at the time of entry.
- 2.5 In order to qualify as an entrant for this promotion the entrant must live in the Republic of South Africa. Employees of the promoters, their immediate family members, and anyone involved in the sponsorship and/or advertising of the competition, are prohibited from winning the competition. The winner must provide a copy of their identification document or passport so that their identity can be verified.

**3 THE PRIZE**

- 3.1 The prize is a 10<sup>th</sup> Generation iPad (256GB capacity) with WiFi capability. The colour of the prize is predetermined and subject to availability. Winners will not have the option to select an alternative colour.
- 3.2 The prize is non-transferable, non-refundable, and non-exchangeable and there is no cash or credit alternative available, except in the case of prize unavailability. We reserve the right to substitute a prize with any other prize of equal or greater value, at our sole discretion. We give no warranties as to the suitability or quality of the prize.
- 3.3 One winner will be selected at random from all eligible entries received.
- 3.4 The draw will be conducted by Peach Payments on or before 31 January 2024, unless otherwise specified.

- 3.5 All reasonable efforts will be made to contact the winner by email or phone. If the winner cannot be contacted and verified, or does not claim the prize within 5 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
- 3.6 Upon confirmation of eligibility and compliance with these terms, and verification of the winner's identity, the prize will be dispatched to the winner via courier to their nominated delivery address. The delivery address must be within the borders of South Africa.
- 3.7 The winner is responsible for providing a correct and secure delivery address and must ensure that they are available to accept the prize at the expected time of delivery. The Promoters are not responsible for non-delivery due to incorrect or incomplete address information, or for an unattended delivery address at the time of delivery.
- 3.8 The Promoters will not be liable for any damage or loss that occurs to the prize once it is in transit. This includes, but is not limited to, theft, hijacking of the delivery vehicle, or damage caused during transportation, and the Promoters are not obliged to provide a replacement or equivalent compensation.
- 3.9 The promoters reserve the right to cancel or amend the promotion without notice for circumstances which are unforeseen and outside of their control. In the event of such termination, all participants agree to waive any rights that they may have in terms of the promotion.
- 3.10 Our decision regarding the winner of a competition is final and we shall not enter into any correspondence as to the result.

#### **4 DATA PROTECTION AND PRIVACY**

By participating in the competition, entrants consent to the use of their personal information for the purposes of administering the competition. This includes allowing the Promoters to access their contact information from their Netflorist account profile and/or from the transaction records for the purpose of contacting them in relation to the competition. In addition, a copy of the winner's identification document or passport, with picture ID, must be provided to the Promoters so that the winner's identity can be verified. Any personal data relating to the winner or any other entrants will be used solely in accordance with current South Africa's data protection legislation and will not be disclosed to a third party without the entrant's prior consent. Netflorist may share the email and phone number of the winning participant with Peach Payments so that the winner can be notified. Peach Payments will require the participant to confirm a physical address for delivery of the prize.

In the event of winning, entrants agree to the publication of their names and photograph in any promotional materials related to the competition, without further compensation, unless prohibited by law.

#### **5 GENERAL**

- 5.1 The promoters are not responsible for any inaccurate prize details supplied to any entrant by any third party connected with this competition.
- 5.2 The promoters will not be liable for any loss or damage arising from entry into the competition or as a result of acceptance or use of the prize.

- 5.3 By entering the promotion in accordance with its terms, you are entering a promotion for the purposes of the Consumer Protection Act, 2008 ("**CPA**") and the promotion will be conducted in accordance with the relevant provisions of the CPA.
- 5.4 The competition and these terms and conditions will be governed by South African law.
- 5.5 This promotion is in no way sponsored, endorsed, administered by, or associated with any social media platforms on which the competition may be promoted.