



TERMS AND CONDITIONS

Stellenbrau Competition Prizes may not be exchanged for cash or any other prize, nor are they transferable. Stellenbrau reserves the right, in its sole discretion, to cancel and/or suspend any competition.

You must enter any Competition using your legal name. Stellenbrau reserves the right to disqualify anyone entering a competition using a false name. By entering a Competition, you hereby warrant that all information submitted by you is true, current and complete.

No personal information will be disclosed to third parties without the user's permission.

By using the Stellenbrau website and give your information, you consent to the following:

Stellenbrau may use users' personal information to communicate with the user from time to time. Users may indicate if they do not wish to receive such communications; and

Stellenbrau may use users' information for non-personal statistical purposes.

Stellenbrau retains the copyright in databases of personal information of users.

Where it is expressly stated that a Competition is open to over 18's only, you represent and warrant that you are at least 18 years of age on the closing date for entries to a Competition and, if requested by Stellenbrau, shall provide evidence of your age to Stellenbrau's reasonable satisfaction.

Winners must as a condition of the Prize participate in all publicity required by Stellenbrau and/or third parties connected with the Competition.

You acknowledge and agree that Stellenbrau may publish winners' names on any and all media and make these available on request to third parties.

Intellectual Property

Unless otherwise stated, Competition entries will not be returned to you.

In respect of copyright and other intellectual property rights in any Competition, your entry into the Competition, and your involvement in the Competition (including, without limitation, all interviews, pictures, audio, audio-visual, whether your appearance is featured or incidental) in all media and technology (the "Products"), you:

(a) hereby grant to Stellenbrau a non-exclusive, royalty-free perpetual worldwide licence to use any such copyright and other intellectual property rights in any and all media to the extent Stellenbrau deems it appropriate; and

(b) agree, at Stellenbrau's request, to assign to Stellenbrau the entire such copyright and other intellectual property rights (including without limitation where such Products are not in existence at the date of this Agreement, by way of present assignment of future copyright) and you agree to do all such acts as may be reasonably requested of you by Stellenbrau to effect the assignment under this clause and you agree that the licence and, if applicable, any assignment shall include the right for Stellenbrau to alter, edit, compile, amend or otherwise adapt such Products and/or use such Products in



conjunction with any other material and to use, distribute and/or broadcast such Products in all media and all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and the right to sub-license such rights to any other persons, in each case for such purposes as Stellenbrau may in its absolute discretion determine.

Any information submitted by you relating to a Competition must be personal and related specifically to you. You warrant that any information which you submit to Stellenbrau will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening. Stellenbrau reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove such information.

By entering any Competition and submitting any material or Products you warrant to Stellenbrau that:

(a) you own or are licensed in respect of the Products submitted as part of the Competition conditions and that you have the right, power and authority to grant the rights set out in these Terms;

(b) Stellenbrau is free and able to use the Products in accordance with and in the manner set out in any relevant terms;

(c) you agree to waive any moral rights you may have in the Products and have obtained a waiver or all applicable moral rights in the Product and further have obtained all consents and permissions in respect of the Product;

(d) the Products do not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising);

(e) the Products are not defamatory, trade libelous, unlawfully threatening or unlawfully harassing;

(f) the Products are not obscene or pornographic; and

(g) the Products do not, to the best of your knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Tenant to a Competition is the individual submitting the media (ie the person who owns the Cellphone, telephone or who can be reached at the relevant email address). If the person(s) whose image is captured in any images, videos or other media is different to the person submitting the media, the person featured in the image shall have no claim to the Prize or any part thereof.

You must ensure that any person or persons whose image has been used in the relevant Products has given valid consent for the use of their image or has waived any rights they may have in the images, videos or other media submitted. Failure to adequately demonstrate this consent to the satisfaction of Stellenbrau may result in your disqualification from the Competition and forfeiture of any Prize.

For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition will vest exclusively in Stellenbrau for its own use (in its absolute discretion).

Exclusion of liability

Stellenbrau is not liable in any way for any costs, expenses, damages, liability or injury suffered by you arising out of or in any way connected with the Competition or Prizes other than those costs and expenses specifically provided for in the Prize (if any). This exclusion does not include any liability for (i) negligence by Stellenbrau; (ii) death or personal injury arising out of Stellenbrau's negligence or the negligence of its employees; (iii) fraud or fraudulent misrepresentation; or (iv) any liability that cannot be excluded or limited by law.

Stellenbrau accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.

Stellenbrau shall not be liable to perform any of its obligations under the Competition or in respect of the Prizes where it is unable to do so as a result of circumstances beyond its reasonable control and whilst Stellenbrau may endeavour to provide an alternative Prize, it shall not be liable to compensate you in such circumstances.



General

You will comply with the instructions and directions of Stellenbrau or Stellenbrau's representatives. Failure to do so may lead to immediate disqualification or withdrawal of the Prize, at Stellenbrau's direction.

You agree you will not by any act or omission do anything, which might bring Stellenbrau or its sponsors/partners into disrepute, and have not undertaken any past act or conduct which could adversely affect the reputation of the Competition or Stellenbrau.

Source material utilised by Stellenbrau question compilers shall be taken as correct.

Late entries (i.e. entries received after the relevant advertised closing date for the Competition) will not be accepted.

Stellenbrau does not accept responsibility for entries lost, damaged or delayed in transit to the Competition address nor for any problems related to telephone networks/lines, computer systems or equipment, internet issues including traffic congestion. Proof of posting will not be accepted as proof of receipt nor will proof that an e-mail has been sent be deemed proof of receipt.

No entries will be accepted from agents, in bulk or from third parties.

The decision of Stellenbrau's judges is final and conclusive in all circumstances and no correspondence will be entered into.

Incomplete or indecipherable entries will be void. Unless otherwise stated, photocopies (e.g. of entries or tokens) will not be accepted.

Stellenbrau reserves the right, in its reasonable discretion, to add to, amend, or waive any Terms on reasonable notice, including but not limited to extending or reducing the duration of a Competition, and giving clues.

Stellenbrau cannot accept any responsibility for any damage, loss, injury or disappointment suffered by you in entering the Competition or as a result of accepting any Prize.

Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and Stellenbrau's privacy policy.

You undertake the Competition and the taking of any Prize at your own risk.

You agree to indemnify Stellenbrau and its partners and sponsors and employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered by Stellenbrau arising as a result of a breach by you of your obligations under the Terms or in any way in connection your failure to follow Stellenbrau's reasonable instructions with regard to your entry into the Competition or taking of the Prize.

There is no fee payable to you in respect of your involvement in the Competition.

In the case of on-line Competitions you acknowledge that the internet is not a secure medium and information submitted to competitions hosted on websites owned or controlled by Stellenbrau may be accessed by third parties. Stellenbrau accepts no liability for loss resulting from your entry to an online Competition.

These Terms shall be governed and construed in accordance with the laws of South Africa.

No variation of these Terms is effective unless approved by an authorised representative of Stellenbrau in writing.

The Terms represent the entire agreement between you and us relating to the Competition or the Prize (unless otherwise expressly confirmed in writing by Stellenbrau) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. The invalidity, illegality, or unenforceability of the whole or any part of these Terms or any specific terms for a Competition published on this website or in any media featuring the Competition does not affect or impair the continuation in force of the remainder of the Terms.



The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies.

These Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them.

If any provision of the Terms are held by any competent authority to be invalid or unenforceable in whole or in part that part shall be severed from other terms and conditions and the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.

Please note that your prize will be delivered to you by courier service to an address confirmed by you that is able to receive goods during office hours. This is dependent on correct information and contact details supplied. If prizes are for collection, you will be notified.

