

## TERMS AND CONDITIONS

Please read these Promotional Tournament Terms and Conditions ("Terms and Conditions") carefully. Your participation and entry will constitute your agreement to comply with these Terms and Conditions.

### Tournament

There will be four FIFA tournaments : an 18 and over PlayStation tournament ; an 18 and over Xbox tournament (collectively "the Senior Tournaments") ; an under 18 PlayStation tournament; and an under 18 and Xbox tournament (the two under 18 tournaments referred to as "the Junior Tournaments") Tournament (all four FIFA tournaments referred to as the "Tournaments or individually "a tournament") is organized by Newshelf 883 (Pty) Ltd, Registration Number 2007/013309/07 ("the Promoter").

#### 1. Who may enter

- a. The Tournament is open to persons validly registered with either Discovery Soccer Park or Warriors FC.
- b. All persons entering this Tournament ("the Participants") agree that the Terms and Conditions, rules and provisions as set out herein are binding on them.
- c. By entering this Tournament, all Participants acknowledge that they have the legal capacity to enter the Tournament and hereby agree to be bound by the Terms and Conditions as set out herein provided that parents assisting their minor children to enter make that acknowledgement..
- d. The Promoters' decision regarding any dispute will be final and binding and no correspondence will be entered thereafter.
- e. The Senior Tournament requires that every Participant must be a natural person of 18 (eighteen) years or older at date of his/her entry into the Tournament, unless, an underaged Participant obtains writing consent via submitting a completed "Parental Consent Form" provided to the participant.
- f. The Junior Tournament requires that every Participant must be a natural person under the age of 18 (eighteen) years at date of his/her entry into the Tournament.

#### 2. Who may not enter

- a. Anyone who is not registered as a player at either Warriors FC or Discovery Soccer Park may not enter.

#### 3. Tournament Registration period

- a. The registration commences on 05 June 2020 and runs until 23:59:59 15 June 2020, both days inclusive ("the Registration Period").
- b. All entries must reach the Promoters before the stipulated time and date and no late entries shall be accepted.
- c. The Tournament Period may be extended or curtailed at the discretion of the Promoter.

#### 4. Entry Mechanics / How to enter

- a. To enter Participants need to ensure that their accounts are in good standing, up-to-date and that there are no outstanding amounts owing to either Warriors FC or Discovery Soccer Park.
- b. Participants are required to legibly fill in their Name, Surname, Email address and Cellphone or Landline number on the online registration page. ([fifa.discoverysoccerpark.co.za](http://fifa.discoverysoccerpark.co.za))
- c. Entry to this Tournament does not make a Participant a winner.
- d. If the Participant has won having submitted a specific cellphone or landline number, no other numbers will be accepted by the Promoters or used by the Promoters to contact the Participant.
- e. Multiple entries are not permitted.
- f. The Promoters accept no responsibility for entries lost, misdirected, illegible, late or altered. Entries that do not comply with these Terms and Conditions will be disqualified.
- g. It is the Participant's responsibility to ensure that any information provided to the Promoter is accurate and complete.

## DISCOVERY SOCCER PARK

### WANDERERS:

The Wanderers Club, 21 North Street,  
Illovo, Johannesburg, 2196, South Africa  
011 447 1198 / [info@discoverysoccerpark.co.za](mailto:info@discoverysoccerpark.co.za)

[discoverysoccerpark.com](http://discoverysoccerpark.com)



- h. This Tournament is limited to 1 (one) entry per person and any dispute in this regard will adjudicated on by the Promoter, whose decision shall be final.

## 5. Prizes and Rules

- a. A "Prize" consists of:
  - a. Senior Tournament: 1 (one) of 2 (two) 5-A-Side Discovery Soccer Park League Seasons for a full team;
  - b. Junior Tournament: 1 (one) of 2 (two) Warriors FC 2021 Season for a player.
- b. A participant shall only be eligible to win 1(one) prize when entered into the tournament.
- c. The prize shall not be transferable to cash. No substitution or assignment of the Prize is permitted.
- d. The Prize can only be handed over to the Winner if all details provided by the Winner to the Promoter are factually correct and requested supporting documentation, including the disclosures as referred to in 6e hereunder, are provided.
- e. The Promoters reserve the right to substitute prizes with any other prize of similar economic value.
- f. The Prize shall be subject to stock availability and in the event of no stock being available, the Promoter in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.
- g. The prize is to be redeemed in full by no later than the 30 June 2021.
- h. The Tournament for the Prize will be held by the Promoter on the 16<sup>th</sup> of June 2020.
- i. The Winners of each of the tournament(s) will be decided by the winner of the grand final.
- j. If for any unforeseen reason the tournament cannot take place on the date as anticipated, then the Promoter will endeavour to conduct the tournament within a reasonable period thereafter and shall provide details of the new draw date on <https://fifa.discoverysoccerpark.co.za>
- k. 3 (three) telephonic attempts will be made by the Promoter to contact the winner. If the Prize is declined or if the Winner cannot be contacted from the details supplied on their entry on such 3(three) attempts, this could result in the said prize being forfeited.
- l. If the Winner has given his/her written consent, the Promoter has the right to publish the Winner's name and photographs (at no fee) in any advertising, promotional, print, point- of-sale or public relations material. The nature of these publications will be determined at the sole discretion of the Promoter, for a period of (12) twelve months from the date/s of the Tournament/s.
- m. Once the Prize has been handed over to the Winner in terms hereof, the results of the Tournament are final in all respects and no correspondence will be allowed thereafter.
- n. The actual games will be played according to FIFA20 rules subject to any changes made by the Promoter.
- o. The draw will be solely at the discretion of the Promoter.

## 6. Notification of Winners

- a. The Prize Winners will be contacted on the cellphone or landline number used to enter the Tournament and same shall apply to redeem the Prize and any further or other contact. Exchange of disclosures and supporting documentation shall be conducted via e-mail.
- b. For the entry to be confirmed as valid, the Promoters will contact the potential winner on the cellphone (via Whatsapp) as per entry details and conduct the Tournament verification process.
- c. If the potential winner cannot be contacted after 3 (three) attempts on the day of the tournament, then the Promoter reserves the right to forfeit the prize.
- d. The Promoter will require the Winner to complete and submit an information disclosure document to enable the Promoter to ensure compliance with the rules and the provisions of the Consumer Protection Act 68 of 2008. Failure to submit these documents may result in the Winner forfeiting the Prize.
- e. The Winner may be required to sign a waiver of liability and indemnity and subscribe to standard terms and conditions of Discovery Soccer Park or Warriors FC before claiming the Prize.
- f. The Promoters may collect, store and use (but not share) any personal information of entrants for communication or statistical purposes.

## 7. General

- a. The Promoter is entitled to amend the Terms and Conditions hereof in so far as same is deemed necessary and such amendments may relate to any aspect of the Tournament.
- b. The amendments may include the addition and or deletion of any existing and/or proposed terms and conditions of the Tournament, which amendments may also affect the identified Prize.
- c. The proposed amendments may be affected during the Tournament period which amendments may result in the Tournament period being reduced and or extended as deemed necessary.
- d. It is the Participant's responsibility to regularly check the website where the Tournament Terms and Conditions are made available as per clause 7b for any amendments. Refer <https://fifa.discoverysoccerpark.co.za>
- e. If the Terms and Conditions are amended as provided for in clause 7a, such amendments shall become effective immediately or on such date as may be stated or determined by the Promoter. However, all Winners who have received confirmation of the Prize prior to such amendments effected will remain eligible to receive the Prize as awarded in accordance with the Terms and Conditions in force when they were selected as winners.
- f. No Participant shall have any recourse or claim against the Promoter because of any amendment to these Terms and Conditions or in respect of termination or suspension of the Tournament in line with these Terms and Conditions.
- g. If the Promoter cannot continue with this Tournament for any reason beyond its reasonable control or if it is required by any regulatory terms or applicable law, the Promoter may cancel, suspend or terminate the Tournament on condition that:
  - 1. No winner has been declared; and

2. Notice of such Tournament cancellation has been given to all Participants.

- h. Any false or inaccurate information provided will result in disqualification.
- i. If the Tournament is held to be or becomes unlawful or if the Promoter is required by the Minister of Trade and Industry or the National Consumer Commission or WASPA, to alter any aspect of the Tournament, then to the full extent permitted by law, the Promoter reserves the right to suspend or terminate the Tournament immediately and without notice, in which event all Participants agree to waive any rights that they may have in terms of the Tournament and accept that no recourse will be sought against the Promoter.
- j. The Winner's use of the Prize shall be entirely at his/her own risk and he/she hereby indemnifies and absolves the Promoter from any liability or damage, arising from accident, injury, harm, death, costs, including direct, indirect, special incidental or consequential or any punitive damages and/or loss sustained because of the entry or participation in the Tournament and possession or use of the Prize as won in the Tournament.
- k. To the extent permitted by the Consumer Protection Act of 2008 ("CPA"), the Participant and/or Winner indemnifies and absolves the Promoter from claims arising from any loss, damage, harm or injury which the prize winners may sustain because of any claim which may be made against it by any third party.
- l. The Participant and/or Winner indemnifies the Promoter against any claim of any nature whatsoever arising out of and/or from their participation in any way in this Promotional Tournament (including, as result of any act or omission, whether negligent or otherwise on the part of the Promoter).
- m. Any dispute or claim arising out of or in connection with the Tournament shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- n. The Promoter reserves the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide Winner, and reserves the right to call for such proof as it may deem necessary.
- o. The Promoter accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prize.
- p. To the extent that the Terms and Conditions or any goods or services provide under these Terms are governed by the CPA, no provision as contained herein is intended to contravene the applicable provisions of the CPA, and therefore all provisions must be treated as qualified, to the extent necessary, to ensure that the relevant provisions of the CPA are complied with.