

# Laeveld Agrochem Niche Farmers Competition 2022

## Terms and conditions

(hereinafter collectively referred to as the "Competition/s"  
and individually referred to as the "Season Competition".)

### 1. Introduction

- 1.1. Participation in this Competition is governed by these terms and conditions ("the Rules").
- 1.2. Participants are encouraged to review the Rules before entering the Competition, acknowledge that they have been given an appropriate opportunity to do so, and that they understand and accept the Rules.
- 1.3. This Competition is organised by Laeveld Agrochem (Proprietary) Limited ("Laeveld").
- 1.4. Participation in the Competition constitutes acceptance of the Rules, and participants agree to abide by the Rules.

### 2. By participating in this Competition, participants agree to the Rules set out below

- 2.1. The Competition is only open to legal residents and/or legal citizens of the Republic of South Africa who are in possession of a valid Identity Document. In addition, the following persons shall not be eligible to participate in the Competition:
  - 2.1.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees, or consultants of Laeveld.
  - 2.1.2. Persons who are not legal residents and/or legal citizens of the Republic of South Africa.
  - 2.1.3. Spouses, life partners, parents, children, siblings, business partners or associates of any of the persons specified above.
  - 2.1.4. Persons under the age of 18 years.

### 3. Opening and closing times

- 3.1. The Season Competition opens for entry at 20:01 South African Standard Time (SAST) on 01 August 2022.
- 3.2. The closing date for the Season Competition is at 23:59 South African Standard Time (SAST) on 3 November 2022, and no entries received thereafter shall be considered.

### 4. Mechanics

- 4.1. To participate in the Season Competition, participants are required to SMS 'Farm' to '32210' and receive a return SMS. Click on the link in the SMS to open the 'info WRAP'.
- 4.2. Entries may only contain the keyword **FARM**, anything else will be deemed as invalid.
- 4.3. Participants are required to complete and submit the form in the 'info WRAP'.

- 4.4. Participants will automatically be entered into the competition by submitting the form. Participants will also receive the weekly episodes and other *Niche Farmers* content in the weekly 'info WRAP'.
- 4.5. The winners will be announced in the last (16<sup>th</sup>) episode of *Niche Farmers* which will flight on 17 November 2022, and the repeat episode on 19 November 2022. The winners will also be announced on the *Niche Farmers* Facebook page.
- 4.6. A premium rate of **R1** is charged for each SMS. Free minutes, SMS bundles and free SMS's do not apply.
- 4.7. Standard user network data charges apply. Facebook sessions are charged from your airtime/data/wi-fi or billing balance and costs at standard user network-dependent rates per interaction.
- 4.8. No computer-based or fraudulent entries will be accepted.
- 4.9. Any entries which are duplicated, or are submitted via an incorrect entry mechanism, or contain errors, or are from disqualified persons will be declared invalid.
- 4.10. Any technical failures that lead to any Competition entry being invalid or not received, shall not result in a participant being able to hold Laeveld, their directors, employees, and agents liable in any manner whatsoever, and Laeveld will not be held responsible for technical errors.
- 4.11. Participants must enter via a cell phone that is owned and registered to that person. No other person can use another person's WhatsApp profile for Competition entry purposes. If it is discovered that participants have entered using another person's cell phone that is not registered or owned by them, they will be disqualified, and the participant will be requested to refund the prize to Laeveld.

## **5. The prizes**

- 5.1. Participants in the Season Competition stand a chance to win one of three prizes.
- 5.2. The 3<sup>rd</sup> prize, valued at an estimated R10 000, includes a double bed with mattress protector and a set of pillows, plus Laeveld Seed Packs (to the value of R4 000).
- 5.3. The 2<sup>nd</sup> prize, valued at an estimated R15 000, includes a queen size bed with mattress protector and a set of pillows, plus Laeveld Seed Packs (to the value of R4 000).
- 5.4. The 1<sup>st</sup> prize, valued at an estimated R75 000 includes a king size bed with mattress protector, headboard and a set of pillows, Laeveld Seed Packs (to the value of R4 000) and R50 000 (fifty thousand rand) in cash.

## **6. Notification of winners**

- 6.1. The Competition SMS entries will be placed in a random draw from which the Season Competition winners will be selected.
- 6.2. The Season Competition draw will take place following the broadcast of episode 14, scheduled for Thursday, 3 November 2022. The winner of the Season Competition will be announced during the final episode, episode 16, scheduled for Thursday, 17 November 2022, and on the *Niche Farmers* Facebook page the following day, or on such later date as may be determined by Laeveld.
- 6.3. Laeveld will contact the winners telephonically via cell phone or WhatsApp.

- 6.4. If Laeveld is unable to reach any of the winners after 3 (three) attempts made within 3 (three) working days of their name being drawn, for whatsoever reason, including incorrect or inoperative contact numbers, such winner will be disqualified, and a runner-up finalist will be deemed the winner, subject to the terms and conditions herein.

## **7. General**

- 7.1. Laeveld's decision is final, and no correspondence will be entered into.
- 7.2. Laeveld may require the Season Competition winner to complete and submit information disclosure agreements to enable Laeveld to ensure compliance with the Rules.
- 7.3. Should the winner/s be found, in Laeveld's sole discretion, not to be eligible to win, or not to have complied with the Rules, their conduct can be reasonably interpreted as scamming and/or acting fraudulently with regard to the Competition, and he/she will automatically be disqualified and/or the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.
- 7.4. The prizes are not transferable, and no substitutions or cash redemption of prizes are permitted. The prizes will not be handed/awarded to third parties, but only to the verified winner/s.
- 7.5. Laeveld reserves the right, at their sole discretion, to substitute the prize/s with any other prize of comparable or greater commercial value for whatever reason.
- 7.6. By entering, a participant acknowledges that personal information about the participant will be shared with Laeveld and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.
- 7.7. By entering the Competition, participants authorise Laeveld to collect, store and use (not share) their personal information for communication or statistical purposes. Participants are entitled to decline any marketing communication by emailing [jnel@laeveld.co.za](mailto:jnel@laeveld.co.za). Any personal data submitted by participants will be used solely in accordance with current South African data protection legislation and Laeveld's privacy policy.
- 7.8. Laeveld shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever.
- 7.9. Laeveld shall not be responsible for the failure of any technical element relating to this Competition that may result in entries not being successfully submitted.
- 7.10. Laeveld shall not be responsible for entries lost, damaged, or delayed as a result of any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
- 7.11. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants will be entitled to decline the above request. Participants that take part in any publicity 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 Laeveld.
- 7.12. Nothing in the 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 participants or Laeveld in terms of the Consumer Protection Act, 68 of 2008 (CPA).

- 7.13. All participants participate entirely at their own risk. By reading and accepting the Rules, the participants give consent to these risks, and hereby indemnify and hold Laeveld, their directors, employees and agents harmless 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 of Laeveld.
- 7.14. Laeveld, their 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.
- 7.15. Laeveld, their 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 Laeveld themselves.
- 7.16. Laeveld 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 promotion and acknowledge that they will have no recourse against Laeveld, its advertising agencies, advisors, suppliers, and nominated agents.
- 7.17. By entering the Competition, participants acknowledge that the promotions and prizes will be managed in accordance with the provisions of the CPA. Participants undertake to expeditiously do all things necessary to enable Laeveld to comply with their obligations under the CPA, including but not limited to providing such personal information as may be required in order to facilitate handing over any of the prizes to the winners. Should any of the winners refuse or be unable to comply with this requirement, the winners shall be deemed to have forfeited the prize.
- 7.18. Notwithstanding anything to the contrary contained in the Rules, Laeveld reserves the right to amend, modify, change, postpone, suspend, or cancel the Competition, the Rules, and any prizes (which have not yet been allocated), or any aspect thereof, without notice at any time, or for any reason which Laeveld deems necessary. At the end of the Competition, for whatsoever reason, all of Laeveld's obligations in regard to the Competition, as well as in regard to the prizes, shall cease to exist.
- 7.19. The Rules shall be governed by and interpreted according to the laws of the Republic of South Africa, and any participant and Laeveld consent to the non-exclusive jurisdiction of the High Court of South Africa.