

**DINERS CLUB (SA) PROPRIETARY LIMITED (“WE/US/OUR”):**  
**TERMS AND CONDITIONS IN RESPECT OF THE NINO SCHURTER SWIPE-AND-WIN**  
**PROMOTIONAL COMPETITION (“COMPETITION”)**

*Important clauses, which may limit our responsibility; place an obligation on you to indemnify us; involve an acknowledgment of any fact; or involve some risk for you, will be in bold and italics. You must pay special attention to these clauses.*

**1 DURATION**

The Competition starts at 00:00 on Wednesday, 17 January 2018 and ends at 23:59 on Wednesday, 7 February 2018 (“**Competition Period**”).

**2 ENTRANT REQUIREMENTS**

2.1 To qualify as an entrant into this Competition you must meet all of the following requirements:

2.1.1 permanently reside in the Republic of South Africa;

2.1.2 be 18 years of age or older;

2.1.3 be the registered primary cardholder of a valid Diners Club card (“**Card**”);

2.1.4 you not have breached any of the terms and conditions applicable to your Card (including but not limited to being in arrears and/or being over your credit limit) at the commencement of the Competition or at any point during the Competition Period; and

2.1.5 you are a regular mountain bike cyclist who have entered and competed in mountain bike races during 2017, such as the Cape Epic, Wine2Wales, or Sani2C.

**3 HOW TO ENTER**

3.1 To enter this Competition you must spend at least R 1 000.00 or more during the Competition Period using your Card at qualifying merchants that accepts the Card as payment. You may use your Card more than once to reach the minimum qualifying purchase amount.

3.2 There are no forms to fill in and once you meet the requirements set out in clause 2 above and this clause 3, you will automatically be entered into the Competition.

#### 4 PRIZES

4.1 5 entrants stand the chance to each win a “money can’t buy experience” with professional cyclist Nino Schurter and his team at the Spier wine estate in Franschoek, Western Cape from Thursday, 15 February 2018 to Saturday, 17 February 2018 to the value of R 200 000.00 (“Prize”).

4.2 The Prize includes the following:

4.2.1 Return tickets to Cape Town International Airport;

4.2.2 Transport services between Cape Town International Airport and Spier wine estate;

4.2.3 5-star hotel accommodation at Spier hotel;

4.2.4 Meals;

4.2.5 60km mountain bike trail ride with Nino Schurter or one of his team members;

4.2.6 a cycling technique and nutritional advice presentation;

4.2.7 a cycling jersey and one pair of cycling shorts; and

4.2.8 a cycling drink.

4.3 ***The Prize excludes all items not mentioned in clause 4.2 (e.g. personal expenses and transport to and from your nearest airport, liability in the event of damage or theft and any additional charges) and is subject to the terms and conditions of the third party service providers and will further be for the Prize winner’s own account.***

## 5 GENERAL

- 5.1 We are the promoter of the Competition. Any reference to **we/us/our** includes our directors, members, partners, sponsors, agents or consultants, where the context allows for it.
- 5.2 You are not eligible to participate in this Competition if:
- 5.2.1 you are a director, member, partner, employee, agent or consultant of ours;  
or
- 5.2.2 you are an immediate family member of any of the persons specified in clause 5.2.1.
- 5.3 These terms and conditions are governed by the Consumer Protection Act 68 of 2008 and will apply to this Competition and all other information relating to this Competition (including any promotional or advertising material that is published).
- 5.4 By entering this Competition all entrants agree to be bound by these terms and conditions, and any third party service provider terms and conditions.
- 5.5 ***We will need to process your personal information to validate your entry and if you are a Prize winner, to make the Prize available to you. By entering this Competition, you consent to us processing your personal information for this purpose. If you do not consent to us processing your personal information, please do not enter this competition.***
- 5.6 No entry will be considered to be valid until a validation process has taken place.
- 5.7 The Prize winners will be chosen by means of a lucky draw conducted by our internal auditors on Wednesday, 7 February 2018 at our premises, 35 Morsim Road, Hyde Park (“**Lucky Draw**”). The first 5 valid entries drawn will win a Prize.
- 5.8 The Prize winners will be notified by a representative of ours via telephone and/or email by no later than Friday, 9 February 2018.
- 5.9 The Prize will be available to the Prize winners within 3 working days of notifying them that they have won the Competition. Our representatives will make all arrangements with the Prize winner prior to the trip.

- 5.10 Where relevant, if a person does not accept the Prize within a period of 2 days, if an entry is not valid for whatever reason, if an entrant has breached these terms and conditions, if a person renounces the Prize or we deem such person to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.
- 5.11 In the event of a dispute, our decision will be final and binding on all aspects of the Competition and no correspondence will be entered into.
- 5.12 We reserve the right to amend these terms and conditions and reduce or extend at any time any dates of this Competition.
- 5.13 We will be entitled to publish each Prize winner's name and photograph in any advertising, promotional, print, point of sale or public relations material (the nature and manner of such releases to be determined within our sole discretion), for a period of 12 months from the date of announcing such Prize winner. Each Prize winner will be given the opportunity to decline the publication of their images and to participate in our marketing material insofar as it relates to the Competition.
- 5.14 The Prize may not be exchanged for any other item. We do however reserve the right to substitute the Prize with any other prize of a similar commercial value.
- 5.15 The Prize is not transferrable.
- 5.16 ***We assume no risk and/or liability whatsoever for the failure of any technical element in the Competition which may result in an entrant's entry not being successfully submitted and/or a Prize winner not successfully receiving or taking up a Prize. Once a Prize winner accepts a Prize, such Prize winner accepts such Prize at his/her own risk.***
- 5.17 ***We assume no liability whatsoever for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize awarded in the Competition or for any loss or damage, howsoever arising. All persons, whilst participating in this Competition, indemnify and hold us harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.***

5.18 ***If required by the Minister for Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to terminate this Competition with immediate effect and without notice of such termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.***