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## INDABA 2023 – THE DIAMOND WORKS GIVEAWAY TDM

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### Terms and Conditions of Competition

**WIN A 18K WHITE GOLD 1.00 CARAT TANZANITE RING VALUED AT R40 000.00.**

#### *RUNNER UP PRIZE:*

*For best engagement post on social media (as determined by The Diamond Works)  
Sterling Silver tanzanite earring studs*

Please read these terms and conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.

The terms and conditions set out below apply to all participants submitting entries for the #DiamondWorksTour INDABA 2023 competition. Please refer to this The Diamond Works for the current Terms and Conditions for this Promotion:

### 1. THE PROMOTION:

**"#DIAMONDWORKSTOUR INDABA2023"** Promotion ("the Promotion") conducted by The Diamond Works Institute Division of Jewelvest (PTY) Ltd Reg. 2008/003719/07 10 Christiaan Barnard Street, Cape Town Tel +27 (0)21 425 1970 ("the Promoter").

### 2. PROMOTION PERIOD:

2.1 The Promotion will run from the 9th of May to the 11th of May 2023 ("the Promotion Period"). No entries received after 14:00 on the 11th of May 2023 will be accepted.

2.2 The duration of the Promotion may be extended or curtailed at the discretion of the Promoter.

### 3. WHO MAY ENTER:

3.1 All Participants must:

- a. be a natural person and be 18 (eighteen) years of age at the date of the entry.
- b. be an attendee of the INDABA 2023 event



c. Be in possession of a valid Identity Document and/or Driver's License, whichever is applicable to the Promotion.

3.2 Participation in this competition excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter (Jewelvest), and participating stores, of the Competition and the spouse, life partner, parent, child, brother, sister, business partner or associate of any of the said persons.

#### **4. HOW TO QUALIFY FOR THE PROMOTION:**

4.1 Entries may be submitted by:

4.1.1 Being an attendee of INDABA 2023

4.1.2 Attendees must drop their business cards at the Tourvest Stand

All business cards to be dropped and entered by 11 May 2023, 14:00.

Winners to be announced at the Tourvest Stand INDABA 2023 event, 11 May 2023 at the Durban International Convention Centre. Participants will be required to provide their full name, email address and contact number after the promotion as well as be willing to have their name and photograph publicised online should they win the prize.

4.2 No purchase is required for entry into the competition.

#### **5. CAN I QUALIFY MORE THAN ONCE FOR THE PROMOTION:**

5.1 Multiple entries will be permitted, subject to each entry being submitted separately and in accordance with entry requirements. A participant may only win one prize. Should there be any dispute in this regard; the Promoter's decision will be final.

#### **6. PRIZE:**

6.1 The Promotion will afford the participant to receive one (1) of one (1) 18K white gold 1.00 carat tanzanite ring valued at R40 000.00.

6.2 Prizes are not transferrable or exchangeable and may not be redeemed for cash and if not taken up for any reason, may be forfeited or be the subject of a separate draw or be allocated at the Promoters' discretion to another winner.

6.3 Promotional images are merely a representation of the prize and the actual prize may vary. The promoter reserves the right to substitute any of the prizes for a different



prize of similar value. The winner will be responsible for any additional costs resulting from accepting this prize.

## **7. AWARDING OF PRIZE:**

7.1 The random, manual draw will take place on the 11 May 2023, at 14:00. The draw will be done by the Promoter's designated agency.

7.2 Winners will first be notified at the Live Event and/or via telephone. In the event that a winner is not contactable or does not return a call to the Promoter within 48hrs of the first attempt to contact the winner, then such winner will forfeit their prize and another winner will be randomly selected and the same process as described herein will be followed.

7.3 Winners will be required to provide their valid Identity Document and/or Driver's license.

7.4 As an Acknowledgement of Receipt, winners will be required to send a confirmation email to the Promoter to state that they have received the notification of winning, in order to claim the prize.

7.5 The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by the Promoter in its sole discretion. The Promoter reserves the right to withdraw the prize and/or disqualify any participant/winner that may bring the Promoter's brands into disrepute.

7.6 The Promoter may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities.

## **8. TERMS OF DELIVERY:**

8.1 Winners will be required to submit their preferred email address to the Promoter when contacted telephonically, if not present to take receipt of the prize at the live event.

8.2 The Promoter is not responsible for any undelivered prizes due to any incorrect contact details being provided by the winner.



## 9. INDEMNITY

9.1 To the extent permitted by the Consumer Protection Act and any other applicable law:

a. The participant and/or winner(s) hereby indemnifies the Promoter, its associated companies (directors, officers and employees) and agents against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion.

b. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

9.2 The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant's identity, age and place of residence) and to reject any participant who has not complied with these Terms and Conditions. Errors and omission may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

9.3 Neither Promoter nor its agents or distributors will have any liability in relation to this promotion.

## 10. CONFIDENTIALITY

10.1 Participants of this promotion are voluntarily providing their personal information to the Promoter, its associated agencies and the third party service providers running the promotion in conjunction with the Promoter. By entering this competition, participants authorize the Promoter to collect, store and use (not share) personal information of participants for communication or statistical purposes. Participants are entitled to decline any marketing communication and inform the Promoter in writing should the participant wish to be removed from all communication.

10.2 By entering this competition, the participant consents that the Promoter may use names and images taken of the winners/participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the participant/winner has the right to



decline participating in any promotional activity or to object to these images being used by written notification to the Promoter at, The Diamond Works Institute Division of Jewelvest (PTY) Ltd Reg. 2008/003719/07 10 Christiaan Barnard Street, Foreshore, Cape Town Attention: Legal Department. The written notification is to reach the Promoter by no later than 19 May 2023.

## 11. GENERAL

11.1 The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Competition and any prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonable deems necessary.

11.2 The onus rests on the participants to check the social network channels for updates to the Terms and Conditions.

11.3 No liability shall lie on the Promoter in favour of any participant, winner (s) and/or third party arising from such cancellation, suspension or termination. Therefore the participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.

11.4 The Promoters decision is final, and no correspondence will be entered into.

11.5 This promotion is in no way sponsored, endorsed, administered by or associated with Facebook.

11.6 In part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:

a. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;

b. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

11.7 Any dispute with card ownership (such as more than one individual claiming to be the owner of the same card – verbally or otherwise) will result in immediate disqualification of both the card and the individuals and no negotiations will be entered into.