

# RoomKing Terms and Conditions of Spin the Wheel Lottery Promotion

Please read these Terms and Conditions (“Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the RoomKing Lottery Platform, you agree to comply with and be bound by these Terms. The website may revise these terms and conditions at any time by updating this page. You should visit this page periodically to review the terms and conditions, to which you are bound.

## 1. INTRODUCTION & DEFINITIONS:

- 1.1 The “**RoomKing Spin the Wheel**” Promotion will have the following terms which will have the specific meanings assigned thereto in these Terms and Conditions.
- 1.2 **Participation** means partaking in the promotion by a Customer through the application;
- 1.3 **Participation SMS / email** means each and any SMS and/or email sent by a Customer to the Code, whereby the intention to participate in a promotion is demonstrated;
- 1.4 **Subscription** means the use and enjoyment of the application whereby one qualifies to participate in the promotion, whereby the intention to enter or participate is demonstrated;
- 1.5 **Participants** means, in respect of a promotion, all and any of the Customers, who are eligible under the Terms and Conditions and express their firm intention to participate in the promotion by sending one or more Participation SMS or series of subscriptions in accordance with the Terms and Conditions;
- 1.6 **SMS Charge** means, in respect of this promotion, the price, net of any applicable taxes, duties, levies or other costs, to be charged by the Operator to a Customer per Participation SMS disregarding, for the purposes of the promo Revenues, the calculation of any unit price discount offered by the Operator as part of a bundle package, promotional offering or other commercial format;
- 1.7 **Promo/Promotion** means, RoomKing Spin the Wheel Promotion. This is a promotion designed to reward RoomKing users, being tenants or hosts, with promo points, tangible prizes whenever they opt to spin upon the booking of every reservation.

## 2. HOW IT WORKS:

Each subscriber will be permitted to “Spin the Wheel” on the application once per reservation made, alternatively at the start of a long term lease agreement.

### **3. PRIZES INCLUDED:**

- 3.1. Power Bank
- 3.2. T-shirt
- 3.3. Notebook
- 3.4. Sweater
- 3.5. Mugs
- 3.6. Travel Mugs
- 3.7. First month of long-term lease free.
- 3.8. Local SME vouchers i.e. (Salon, Hardware, driving school etc.)

### **4. TIME AND PERIOD OF PROMOTION:**

The Promotion shall start on the xx of xx 2023 and shall end on the xx of xx 202x.

### **5. TERMS AND CONDITIONS:**

- 5.1. Terms and Conditions means these Terms and Conditions, including future annexes and amendments thereof, which shall operate under the laws of South Africa. The Organiser is RoomKing (Pty) Ltd, hereinafter referred to 'the Organiser', a duly incorporated company under the laws of the Republic of South Africa, and it is subject to these Terms and Conditions. The present Terms and Conditions apply to participation of all the Participants in the Competition. During the Time of Competition, the Terms and Conditions are available free to all the Participants at [www.RoomKing.com](http://www.RoomKing.com). ("Promotion Website") and may be subject to amendments in accordance with these Terms and Conditions.
- 5.2. Participants will be able to view the Terms and Conditions on the website at any time on any day.
- 5.3. The Promotion is operating under the laws of South Africa and will be promoted as a Promotion for all users of RoomKing South Africa.
- 5.4. The Promotion is going to develop under these Terms and Conditions and during the Time of Promotion. The Promotion is organized and will develop all across South Africa.
- 5.5. Subject to meeting all terms and conditions set out herein, all individuals, residents of South Africa, who are legally capable and users of the RoomKing platform on the basis of a valid subscription are eligible to become Participants.
- 5.6. For each individual, to become a Participant, each such person must be legally registered on the RoomKing Platform, the individual must be properly authorized to use such platform (provision of sufficient evidence may be required), which corresponds to the mobile number or email address through which the Participant is registered in the Competition.

- 5.7. This is a Promotion within the meaning of relevant provisions of South Africa law to be based on Participants' knowledge, in which the Participants will take part through use of the application services.
- 5.8. In order to enter the Competition, the Participant needs to be a registered user of RoomKing.
- 5.9. The Competition is open to residents of South Africa that are registered users of RoomKing, who are over 18 years old, excluding all employees, representatives and agents of the Organiser, their respective parents and/or affiliated companies, contest suppliers, and those with whom any of the foregoing are domiciled.
- 5.10. The person that is duly registered to the platform is considered the Participant.

## **6. GAME PERIODS AND PRIZES:**

- 6.1. The promotion is comprised of monthly prizes, with each prize period being independent of all others.
- 6.2. For each prize period, the corresponding prizes will be awarded to the winners based on the following mechanism:
  - 6.2.1. To be eligible to participate in any prize period, the participant must have spun the wheel at least once.
  - 6.2.2. The participant can spin the wheel on every reservation made.
  - 6.2.3. For each prize period, a specific number of prizes is available.
  - 6.2.4. Prizes must be accepted as awarded and cannot be exchanged for other prizes and may not be transferred or exchanged.
  - 6.2.5. Prizes will be delivered within 180 days from the prize awarding date.

## **7. WINNER SELECTION, NOTIFICATION AND PRIZE FORFEITURE:**

- 7.1. After the end of a prize period, winners will be selected.
- 7.2. Winners will be selected from all prize categories on monthly basis.
- 7.3. Each month will reward a total of X winners.
- 7.4. Every winner will be contacted by the organizer on the mobile phone number or email address in which he or she has set of the application and used to participate in the competition.
- 7.5. The organizer will attempt to contact the winner at least 3 times a day over a period of 1 week, between the hours of 9am and 6pm. If the winner cannot be contacted during this period, he is disqualified and forfeits the prize.
- 7.6. The winner may be required to provide proof of registration to the platform and sign a prize acceptance form (as requested by the organizer) before prizes can be collected.
- 7.7. If the winner fails to provide sufficient proof within that period, he or she is disqualified and forfeits the prize.

- 7.8. If the winner has any outstanding debts towards the organizer, these need to be settled within 3 days from being contacted by the organizer. If outstanding debts are not settled within that period, the winner forfeits the prize.
- 7.9. If a winner fails to redeem his/her prize within 2 weeks from the date of contact, the winner forfeits the prize.
- 7.10. If the winner and all runner-ups forfeit the prize, the prize is deemed unclaimed and remains at the disposal of the organizer.
- 7.11. By accepting a prize, a winner consents to the use of his first name, initial of last name, city of residence, photograph and likeness in any promotional material produced by the organizer. Such use does not entitle the winner to any further compensation.
- 7.12. Each participant is entitled to receive only one prize per prize category.
- 7.13. All cash rewards will be paid via the bank details provided on the RoomKing Application.
- 7.14. The organizer's responsibility is strictly limited in giving the Prizes.
- 7.15. The organizer cannot be held responsible for any delay or impossibility of sending or receiving SMS messages because of a technical problem.
- 7.16. All the SMS messages will be considered received by the organizer when they are registered in the competition's IT system and not when they are sent by the participant.
- 7.17. All the SMS messages will be considered received by the participant at the moment they were sent from the competition's IT system.
- 7.18. Participants recognize and accept that the journal of the informatics system of the competition's IT System is the proof of the date, hour, minute and second of their receiving/ sending each SMS message.

## **8. PERSONAL DATA PROTECTION**

- 8.1. By participating in the Competition, the Participants expressly agree that personal data which they supply shall be processed by the Organizer for the purposes of executing the Competition and also for the purpose of publicizing the Competition and the Organizer.
- 8.2. It is hereby specified that the Organizer guarantees that publicity, entailing the sharing with third parties of personal data supplied as a result of participation in the Competition, (including through television, the press, leaflets and other means and formats of communication) shall be made only with respect to the winners of the Prizes and will only indicate the given names and surnames of the winners, the location of their place of residence, their images and voices (contained in photographic records, audio, video and other types of records, made with the purposes of publicity connected to the Competition).
- 8.3. The winning Participants give, through their participation in the Competition, express consent for the use of this data in formats herein defined. Following the termination of the Competition, the personal data will be destroyed.

- 8.4. In accordance with local laws and regulations, the Organizer respects the privacy of Participants of this Competition, by which it is committed to the use of technology in a transparent form and in strict observance of the rights, freedom and guarantees of the citizens and by the reservation of the intimacy of their private and family life.
- 8.5. The personal data collected within the scope of this Competition will be treated as private and confidential. It shall not be disclosed to other individuals or organizations, except in the event of legislation to the contrary or where the Participants themselves authorize such. The data will be stored on servers with access controlled on a need-to-know basis and limited by passwords.

## **9. GOVERNING LAW & AMENDMENTS:**

- 9.1. This competition is organized under and governed by the laws and statutes of South Africa.
- 9.2. These Terms & Conditions are valid during the competition period until amended or suspended by the organizer.
- 9.3. These Terms, as well as any relationship between RoomKing, the User, the Host, and any Third Party shall be governed by and construed in accordance with the laws of the Republic of South Africa. The Parties hereby consent to the jurisdiction of the Magistrate's Court in connection with any action or suit arising from or in connection with this agreement or the cancellation thereof.
- 9.4. This website and application is hosted, controlled and managed in the Republic of South Africa, and thus, South African law and jurisdiction govern the use or inability to use this website, or any other matter related to this website.

## **10. AMENDMENTS:**

- 10.1. Any amendments of the Terms and Conditions will be issued by the Organizer in writing and instantly thereafter will be posted on the Promotion Website.
- 10.2. The Organizer reserves the right to amend the Terms and Conditions at any time during the Time of Competition. All amendments to the Terms and Conditions are effective from the time of their postage on the Promotion Website, except of any critical amendments of the Terms and Conditions of which the Participants will also be informed by SMS or email.
- 10.3. The Organizer doesn't take responsibility for the Participants acquaintance of the amendments to the Terms and Conditions, when they become posted on the Promotion Website.
- 10.4. If the Organizer suspends or interrupts the Competition, a simple announcement in this matter will be posted on the Promotion Website. By such an announcement, the Promotion may be suspended or interrupted

and no interested party, including the Participants, will have a right to seek compensation or demand continuance of the Competition.

- 10.5. If the Promotion is suspended or interrupted before the Ending Date/ Hour, the Organizer will only be under the obligation to give away the Prizes on account on the Periods of Promotion that had already been properly ended before the Promotion was suspended or interrupted.

## **11. PROTECTING AND PROCESING THE PERSONAL DATA**

- 11.1. The Organizer is the data controller of Participants' personal data, in the meaning of the Act on Personal Information and Data Protection.
- 11.2. The Organizer processes personal data for the purpose of marketing its own products and services, including through the Competition.