

TERMS AND CONDITIONS FOR SPARK JOY HOLIDAY COMPETITION

1. These are the standard terms and conditions (“**Terms and Conditions**”) for the competition (the “**Competition**”) conducted by The Walt Disney Company Africa Proprietary Limited, (company registration number: 1997/000014/07) with registered offices at 16 Fricker Road, Illovo, Johannesburg, 2196, South Africa (the “**Organizer**”, “**DISNEY**” or “**We**”). These Terms and Conditions should be read together with the competition rules (“**Competition Rules**”), set forth below. In the event of a conflict between the Competition Rules and these Terms and Conditions, the provisions of the Competition Rules will prevail.
2. Your entry into the Competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the Terms and Conditions on behalf of yourself.
3. The Competition is not open to:
 - 3.1 directors, members, partners, agents, employees or consultants of the Organizer, its Affiliates, as specified here below, or any supplier of goods or services in connection with the Competition;
 - 3.2 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.1 above; and
 - 3.3 entrants not residing in South Africa.
4. For purposes hereof, "**Affiliate**" means the The Walt Disney Company Limited, The Walt Disney Company Africa PTY Limited, Fox, FNG, National Geographic, 21CF (21st Century Fox) group of companies, our partners, and distributors of channels, co promoters, sponsors of this Competition, our subsidiaries, and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and their directors, officers, employees, agents and representatives.
5. Unless otherwise specified in the Competition Rules, you may only enter this Competition once before the closing date.
6. You may not participate in or win this Competition if you have won a competition promoted by us within the past 3 (three) months. You will be eligible to participate in a competition promoted by us after the expiry of 3 (three) months after the date on which you won the last competition.
7. If you use a mobile phone for entry into the Competition, the data or airtime costs will be charged at the prevailing rates, which may vary from time to time. "Free" minutes under a cell-phone contract do not apply.
8. It is your responsibility to ensure that your entry is received by us prior to the closure of the Competition. Any entries which are not received by us prior to the closure of the Competition will not be eligible to participate, regardless of the reason for the late entry. We and our Affiliates are not responsible for any entries which are not received by us, in the format described in the Competition Rules, whether timeously or at all, regardless of the cause thereof. Without limitation, we and our affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.
9. We and our Affiliates are not responsible for any injury or damage to your or any other person’s property including but not limited to, computer, mobile telephone or other device used by you to enter into, or obtain any materials related to, the Competition.

10. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.
11. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. We and our Affiliates will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the Competition and your acceptance and/or use of a prize.
12. We and our Affiliates do not make any representations or give any warranties, whether expressly or implied, as to a prize, and in particular, but without limitation, make no representations and give no warranty that –

12.1 your entry or participation in the Competition will necessarily result in you winning a prize;

12.2 a prize, or any aspect thereof, will meet your, or, if applicable, your partner's, requirements, preferences, standards or expectations; or

12.3 a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.

13. We and our Affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time and you according indemnify us from any claim for loss suffered.

14. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.

15. You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.

16. You must possess whatever documents and permissions that may be required in order to accept and use a prize, which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.

17. The winners will be notified by means of the contact details provided to us. If we are, or a third party supplier is, unable to contact a winner within one (1) working day or if the winner is unable to collect the prize within 2 (two) days, the winner will forfeit the prize and the Organizer reserves the right to select a new winner under the same conditions. By entering this Competition you consent to your personal data being transferred to DISNEY and its Affiliates for prize fulfilment only. The data protection policy is available at the following link:
<https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/>

18. We may invite you to be present when the prize winners are determined or announced, to participate in any of our marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of our goods or services, for which no fee, royalty or other compensation will be payable. You may decline such an invitation.

19. We may publish names of the participants and winners on any of our communication platforms.

20. We may use, exploit, show, edit and modify the videos and the pictures you will send in occasion of the Competition, without any fee to be charged to the Organizer and/or its Affiliates. Therefore, by entering this Competition you hereby expressly assign the Organizer and/or its Affiliates the right to use your name, image, voice and performance included in the videos or pictures sent to the Organizer, worldwide, in perpetuity and for free for the promotion of the Competition.

21. We may require you to provide us with such additional information and documentation as we may reasonably require processing, confirming and facilitating your acceptance and/or use of a prize. If you refuse to provide us with the requested information or documentation within 1 (one) day, you will forfeit the prize.

22. In the event that you win a prize provided by a third party supplier, the supplier will contact you to arrange the collection thereof. In this regard, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed at the supplier of the prize. DISNEY will not be responsible for any further correspondence, harm, damage, loss or claim relating to the provision of any element of the prize.

23. We and our third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this Competition and acknowledge that you will have no recourse against us, our Affiliates and third party suppliers.

24. You agree that your participation in the Competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.

25. We and our Affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the Competition or the acceptance and/or use by you, of any prize, or by any action taken by us or any of our Affiliates in accordance with the Terms and Conditions. In the event that liability cannot be excluded in law, any claim for damages shall be limited to direct damages and shall not exceed R 20 000.00 (twenty thousand Rand).

26. You, and in the event of your death, your family, dependants, heirs, assignees or any other beneficiaries of your estate, indemnify and hold us and our affiliate harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this Competition and/or acceptance and/or use by you of a prize.

27. You acknowledge that the acceptance and use of a prize is subject to the provision that –

27.1 all of the Terms and Conditions will apply to you, and you agree to be bound and comply, and will continue to comply, therewith;

27.2 you indemnify and hold us and our Affiliates harmless against any claim or any third party in the event that you suffer any loss or damage pursuant to your acceptance and/or use of a prize.

28. If you fail to comply with any of the Terms and Conditions, then without prejudice to any other remedy which we may have, –

28.1 you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize);

28.2 you will pay us for any loss or damage incurred by us directly or indirectly as a result of your (or, if applicable, your partner's) non-compliance, including all of our legal costs (including attorney and own client costs) which we may incur in taking any steps pursuant to your (or your partner's) non-compliance; and

28.3 you indemnify and hold us and our Affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.

29. The Competition is governed by all applicable laws, regulations, governmental rules, guidelines and codes relating to bribery and corruption, including without limitation applicable Foreign Corrupt Practices Act legislation, US Securities and Exchange Commission legislation and OECD Convention legislation, and by entering into the Competition, you acknowledge that you shall not, nor shall any person on your behalf, directly or indirectly offer or give (or agree to offer or give) any gift, benefit, entertainment or other consideration to any person which is intended to induce or encourage, or which has the effect of inducing or encouraging, to breach any duties or obligations of that person. You must also ensure that you do not, directly or indirectly, receive or agree to receive any gift, benefit, entertainment or other consideration from any person which is intended to induce or encourage, or which has the effect of inducing or encouraging, such person to breach any duties or obligations the person owes to the Organizer or any of its Affiliates or (as the case may be) the person acting on your behalf owes to you.

30. These Terms and Conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.

31. The Organizer's decision on any matter concerning the Competition and/or arising out of these Terms and Conditions is final and binding on you, and no correspondence will be entered into.

32. Competition Rules:

a. This Competition is only open South Africans older than 18 years.

b. The Competition starts on Friday, 17 December at 15:00 (the "Start Date") and closes on 31 December 2024 (the "End Date") (together the "Competition Period").

c. During the Competition Period, Disney will post a status on Disney in Africa Facebook page and the Disney Africa Instagram page with the competition details.

d. Entrants must answer the relevant question on the competition posts with the correct answer before the End Date.

e. A total of 1 (one) winner (“Winner”) will be chosen across both platforms and notified via Facebook or Instagram by 13 January 2025.

f. The choosing of the Winners will be chosen at random and audited.

g. Prize includes a magical LEGO® Disney Castle as shown in the competition image.

h. Any items not mentioned in the Prize inclusions will be for Winner’s account.

i. In addition to all the above, you may be required to sign an indemnity as part of your acceptance of the Prize, failing which the Prize may be withdrawn. You may also be required to supply a copy of your identity document (ID).

These Competition Rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa.