

TERMS AND CONDITIONS
Hoity Toity® Favourite Lola Evening Dress Competition

1. This Hoity Toity® Favourite Lola Evening Dress Social Media Competition” (“**Competition**”) is organised and conducted by Indigo Brands Proprietary Limited a subsidiary of AVI Limited, including their affiliates, partners, associations and agents (“**Promoter**”).
2. The Competition is a Facebook and Instagram competition.
3. The Competition will start at the time that the Competition post is first published on the following Facebook and Instagram accounts:
 - 3.1 <https://www.facebook.com/ilovehoitytoity>; and
 - 3.2 <https://www.instagram.com/hoitytoitylola/>.

(“the Social Media Accounts”) on Monday, 14 April 2025, and closes at midnight on Friday, 25 April 2025. Entries received after the date and time of closing will be not considered.

WHO CAN ENTER?

4. Participants must be 18 (eighteen) years or older (if under 18 (eighteen) years old, must be duly assisted by their legal guardian) and have a valid identity document or passport and reside in the Republic of South Africa during the period of the Competition, up to and including the dates of determination of the winners and prize redemption dates (“**Participant/s**”).
5. Participants may not enter or receive a prize if they are directors, members, partners, employees, agents of or consultants of the Promoter, their subsidiaries, holding companies, divisions and/or associated companies or of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by the Promoter, or their spouses, life partners, immediate family members or business partners.
6. The Competition is not open for entry by or on behalf of a legal entity and Participants cannot use the account of a legal entity to enter the Competition. Entries must be submitted by Participants themselves and not by a third party on the Participants’ behalf.
7. By entering this Competition, all Participants agree to be bound by these terms and conditions, which will be interpreted by the Promoter and the Promoter’s decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.

HOW TO ENTER

8. To enter, Participants must:
 - 8.1 In the comments section of each of the Social Media Accounts, choose from the 5 (five) designs (which will be labelled from A to E) uploaded onto the Social Media Accounts and comment “My Fav Dress is” with either A, B, C, D, or E, for example “My Fav Dress is B” or “My Fav Dress is E”; and
 - 8.2 Include the hashtag “#HoityToityLolaFavDress”.
9. Entries must be relevant to the Competition to be eligible to go into the draw.
10. The winner will be determined as set out in clause 20 below.
11. Entries are unlimited
12. Participants are required to have their own personal Facebook and/or Instagram accounts.
13. Incomplete, irrelevant or incorrect entries will not be eligible to be considered.

14. Participants are responsible for their own costs of connecting to Facebook and/or Instagram. No responsibility is accepted for any entry that is not delivered, received or is delayed or damaged due to technical reasons or failure on the part of a Participant's service provider. Proof of sending is not proof of receipt.

PRIZES

15. 5 (five) winners will be selected in accordance with clause 20 below and each winner will be entitled to 1 (one) prize.
16. Each prize consists of a product hamper to the value of approximately R1 700.00 (One Thousand Seven Hundred Rand) each, and, subject to paragraph 18 below, containing 2 (two) x Hoity Toity branded Eau de Parfum, 2 (two) x Hoity Toity branded perfume body sprays, and 3 (three) x Hoity Toity branded spritzers.
17. The prizes are non-transferable or redeemable for cash.
18. The Promoter reserves the right to substitute the prizes for alternative prizes of equal or greater value should the prizes promoted not be available for any reason.
19. The prizes do not cover any other costs of the winner whatsoever.

DETERMINATION OF WINNER

20. The winners will be determined by an independent random draw done as soon as reasonably possible after the close of the Competition, depending on circumstances.
21. The potential winners will be contacted by direct message from the Promoter to the potential winners' Facebook and/or Instagram accounts as soon as reasonably possible after the determination of the potential prize winners takes place. Participants are advised to monitor their Facebook and/or Instagram accounts (and message requests) for any such notifications and **ensure that their settings allow them to receive direct messages from the Promoter, failing which, the prize may be forfeited.**
22. The Promoter will make 2 (two) attempts to contact and notify the selected potential winners. If a selected potential winner does not respond to the notification and/or direct message by contacting the Promoter **within 48 hours** after first being contacted, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize, such potential winner will forfeit the prize and a replacement winner will be selected from remaining qualifying Participants. This process shall continue until all final winners have been contacted and the prizes have been awarded in terms of these terms and conditions.
23. **Winners will only be contacted by the Promoter's official Hoity Toity® Facebook (<@Hoity Toity>) and/or Instagram (<@hoitytoitylola>) accounts. The Promoter is in no way liable for any damages or losses suffered by a Participant who is contacted by or engages with any fake account purporting to represent the Promoter. Participants are encouraged to report any suspicious accounts.**
24. Once the winners have been finally determined the Promoter will make an announcement on its Facebook and/or Instagram accounts on the competition post. The winners' names will be announced in writing on Facebook and/or Instagram.
25. Participants must ensure that the settings on their Facebook and/or Instagram accounts allow for them to participate in the Competition and for the Promoter to see their posts. **The Promoter will not be liable for any "hidden" posts or entries, or any entries not received by the Promoter for any reason whatsoever. Only entries that are visible to the Promoter at the cut-off times will be considered.**
26. Once the Promoter have received the contact details from the potential winners, he/she will be required to furnish the Promoter with their full name, identity number and answer questions as required in terms of the Consumer Protection Act. If the potential winner qualifies, the Promoter will arrange for delivery of the prize.

27. The Promoter reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that: (i) a winner is not eligible to win; (ii) a winner has contravened any of these terms and conditions; (iii) a winner has acted in a manner that is not in the spirit of the Competition; (iv) a winner's conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition; (v) a winner has acted fraudulently with regards to the Competition; (vi) it would be unlawful to award the prize; or (vii) if the winner fails to accept the prize after 3 (three) attempts for any reason whatsoever, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to verify the entry or to hand over the prize. In these instances, the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final, and no correspondence will be entered into.
28. Prize winners will be required to sign an acknowledgement of receipt of their prize, if applicable, and will be required to furnish the Promoter with their names and identity numbers in terms of the Consumer Protection Act.

RESTRICTIONS ON CONTENTS OF POSTS

29. The Promoter reserves the right to remove any content uploaded should the content be deemed unsuitable by the Promoter. All content may be re-shared (or published) by the Promoter in its own discretion.
30. Material uploaded by users or Participants does not necessarily reflect the Promoter's views or ideals. The Promoter does not warrant the accuracy of any statement made by Participants.
31. Participants participate at their own risk and take responsibility for all material under their Facebook and/or Instagram accounts.
32. Entries cannot violate the copyright or other rights of any third party.
33. Entries cannot include inappropriate, offensive, illegal or obscene material or gestures (e.g., hate speech or pornographic images).
34. Entries cannot disparage, reflect poorly upon or otherwise adversely affect the goodwill and/or reputation of the Promoter.
35. Entries must be relevant to the Competition.
36. Any entries determined by the Promoter in their sole discretion to be in violation of the preceding criteria will be void and will not result in Competition entry.

GRANTING OF RIGHTS

37. **Participation in the Competition will require that winners' names and Facebook and/or Instagram accounts and photos be displayed on Facebook and/or Instagram without any liability to the Promoter or remuneration due to winners. SHOULD PARTICIPANTS NOT AGREE THERETO, DO NOT ENTER THE COMPETITION.**
38. **Participants grant to the Promoter the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sub-licensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit all content uploaded in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to Participant. Participant further agrees, upon the Promoter's request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such grant of license rights.**

PUBLICITY AND DATA PRIVACY

39. Other than stipulated above, winners have the right to decline permission to use their name or image in marketing material or participate in any marketing activity. Should a winner verbally or otherwise agree to it, the Promoter may publish the winner's name and images on, including but not limited to, the Promoter's

Facebook and/or Instagram pages, or its website, if applicable, without any liability to the Promoter or remuneration due to such winner.

40. By entering, Participants acknowledge that personal information about Participants will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners. Such personal information will be used and processed in accordance with the provisions of the Protection of Personal Information Act, 4 of 2013. Participants who have questions regarding any matter relating to their privacy or their personal information, or if they believe there has been a breach of their privacy or their personal information, may either contact the Promoter or, file a request for access to personal information in accordance with the AVI Manual in terms of Section 51 of the Promotion of Access to Information Act, No 2 of 2000 available at <https://www.avi.co.za/wp-content/uploads/2017/03/Promotion-of-Access-to-Information-Manual.pdf>; or, submit a complaint to the Information Regulator in the prescribed manner and form - (<https://justice.gov.za/inforeg/index.html>).
41. Should Participants have elected to receive marketing communication from the Promoter and other AVI Limited Group brands, the Participants' contact details will form part of the Promoter's databases and they will receive marketing communication on, including but not limited to, upcoming promotions, competitions and offers related to AVI Limited Group brands. The Participants' personal information will be shared with the AVI Limited Group brands and their agents to the extent necessary to ensure they receive this communication either, via email, or SMS, and for prizes to be delivered to prize winners for example. Should a Participant wish to remove their details from this database at any stage, please select the opt-out option made available or contact the Promoter's consumer care lines.
42. Nothing in these terms and conditions 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 the Promoter in terms of the laws of the Republic of South Africa, including but not limited to the Consumer Protection Act, and should any terms or conditions be found to be in conflict with any laws, they will be severable from the remaining terms and conditions contained herein.

GENERAL



Please note that the following terms require Participants to **take on risk, limit the liability of the Promoter and indemnify the Promoter**. Please **read them carefully** and contact the Promoter if there are any questions!

43. The Promoter reserves the right to extend, reasonably shorten, suspend the time period of the Competition, or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prizes, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their sole discretion. **In such an event, all Participants waive any rights that they may have/purport to have in terms of this Competition and acknowledge that they will have no recourse against the Promoter whatsoever.**
44. All publicity and other materials will be the sole property of the Promoter.
45. **Participants confirm by their entry into the Competition that neither Facebook nor Instagram are the promoters of this Competition, and the Competition is in no way sponsored, endorsed, or administered by or associated or affiliated with Facebook or Instagram and they fully release Facebook and Instagram from any liability in connection with this Competition. Any questions, comments or complaints regarding the Competition must be directed to the Promoter.**
46. **The Promoter is not responsible for –**
 - 46.1 **entries that are lost, late, illegible/garbled, corrupted, misdirected, defective, inaccessible, compromised, incomplete, damaged, or delayed and all such entries are void and will not result in Competition entry; and**

46.2 **entries that are not delivered, received or are delayed or damaged due to technical reasons or failure on the part of a Participant's service provider. Proof of sending is not proof of receipt. Participants are responsible for their own costs of connecting to the Social Media Accounts.**

- 47. **To the fullest extent permitted by law, by participating, Participants indemnify, release and agree to hold harmless the Promoter, their associated, holding and subsidiary companies, and their directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.**
- 48. **To the extent permitted by law, the Promoter will not be liable in any way whatsoever, for any claims arising from loss, injury, damage or costs, suffered by a Participant in relation to this Competition or the prizes offered, including but not limited to claims relating to defects in the prizes or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by Participants.**
- 49. **The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.**
- 50. South African law shall govern these competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction.
- 51. By entering this Competition Participants agree to the aforementioned terms and conditions. A copy of the terms and conditions for this Competition is available at <https://www.avi.co.za/terms-and-conditions/>.
- 52. The Promoter is Indigo Brands Proprietary Limited. The contact person is Fezeka Dlamini. The Promoter can be contacted at: telephone 080 046 3446 (office hours 8.00 am to 4.30 pm weekdays), and on customercare@indigobrand.com.