



## **Parker Pen '54 Hashtag Competition**

### **COMPETITION TERMS AND CONDITIONS**

*Entry into this competition is regarded as acceptance of these terms and conditions.*

**1. Introduction:** Silveray Stationery Company (promoter, we, or us) is running a promotional competition. *Enter for a chance to WIN a Limited Edition Carry Case of all 54 Parker Original Jotter ballpoint pens*

**2. Definitions:** In this Agreement *participant* or *you* means the person who enters by following the entry steps. *Promoter* means Silveray Stationery Company or its agencies used to promote this competition.

**3. Duration:** The competition will run from 14 January 2021 to 23:59 on 28 February 2021, thereafter voting will open for 1 week from the 1 March 2021 to the 7<sup>th</sup> March 2021, after voting closes and the draw will take place during March 2020 at our head office.

**4. Participation:** The competition is conducted by the promoter and its third party contractors. No one who is a director, employee or agent of or consultant to us or who is a spouse, life partner, close family member (parents, children, brothers and sisters), business partner, or associate to a director, employee or agent of or consultant to us may take part or enter the competition. This competition is open to legal residents of the South Africa aged 16 years or over. You must have a valid delivery address within South Africa and Identity Document when claiming a prize. Entry into this competition is regarded as acceptance of these terms and conditions. Any entries received before or after the competition period are invalid and will not be considered.

#### **How to enter in South Africa:**

A. To enter the contest followers of Parker Pen's official South African Instagram account @Parker\_SouthAfrica need to post a picture of their original work with the two hashtags: #ParkerPenSA and #BeOriginalSA. Failure to comply with any part of this clause will disqualify the respective entry from the contest.

B. The entry photo or video should demonstrate the #BEOriginal theme in a storytelling matter that's inspirational, humorous, whimsical or otherwise creatively evocative and the photo or video must be of a good quality.

C. There is no entry fee and no purchase necessary to enter this contest.



D. Entries will be accepted from 14/01/2021; all entries must be received by 23:59 on the 28/02/2021. After this date no further entries to the contest will be permitted.

E. Each entrant shall enter the contest via Instagram only. Obscene or inappropriate entries will not be accepted and the Promoter reserves the right to reject any entries for any reason at its sole discretion.

F. All entries will appear in a gallery for voting

5. **Voting:** Voting will open on the 01/03/2021 for a period of 7 days, entrants can share the post to encourage friends to vote for their entry.

The top 10 entries with the most votes will be entered into a draw for a chance to win the main prize.

5.1 One winner will be selected by 19/03/2021 and announced on or before 26/03/2021. If the winner cannot be contacted or does not claim the prize within 7 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.

5.2 If the organisers do not receive a sufficient number of eligible and qualified submissions or a sufficient number of votes, the sponsor / organiser reserves the right to select a winner by including all qualified entries into the final draw for 1 winner to be drawn.

5.3 The winner's prize will be sent via courier to an address supplied by the winner on completion of the prize receipt provided to the winner by the organisers. The prize receipt requires a copy of the winner's SA Identity document.

**6. Consumer Protection Act.** Under the Consumer Protection Act (CPA), we need to keep records of all the people used to promote the Promotional Competition. We (or one of our subcontractors or affiliates) will keep this agreement for three years to serve as the record as required by the CPA.

**7. We are not liable for any technical failure that may result in an entry not being successfully submitted.**

If you do not complete all the entry requirements you will not be eligible to receive the prize.

**8. Promotional competition reward:  
Main Prize.**

1 x branded Parker Jotter case containing 54 Parker Jotter ballpoint pens



valued at R6000

**9. Redeeming prizes.** We will select and contact prize winners within three weeks of the close of the competition. We will arrange to award the prizes with the prize winners within a reasonable time. **Limitation to using your prize.** Certain conditions may apply to redeeming your prize. We will not be responsible for any loss or damage caused by you not being able to use the prize at a time that is convenient for you. The prize may vary from that represented on the competition offer.

**10. Prize winner selection and publicity:**

**Choosing a winner.** The prize winners will be randomly drawn by the promoter after the end of the competition. Only the top 10 highest voted entries will be included in the draw and a winner will be selected randomly.

**How will you know if you have won.** The winner will be contacted telephonically after they have been selected. We will attempt to contact winners three times during a 72 hour period. If we cannot contact the winner during this period we will draw another winner.

Winners who have not given the promoters the correct details will forfeit the prize.

**We may ask winners to take part in publicity connected to this**

**competition.** Winners grant permission for us to use their names and photographs in any advertising and promotional material for this competition. You may ask us to remove your name or refuse to take part in any publicity. Winners names will be published on our website and on our social media pages. You will not receive any payment for taking part in the competition, or taking part in any media format related to it. You will need to provide us with a copy of your ID or passport to prove you are the prize winner.

**The prizes are not transferable.** You cannot ask us to give you another prize of similar value or to pay out the value of the prize. We may substitute any prize with another prize of similar value. If you have won a prize from us within the last two years you are not eligible to win.

**Contact.** If you have a question about the competition please email [info@parkerpensa.co.za](mailto:info@parkerpensa.co.za)

**11. Dispute resolution:**

**Arbitration.** If there is any dispute, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations.

**CPA dispute resolution.** Despite the above, any party may use other dispute



resolution channels provided for by the CPA or other law.

**Severability.** This clause is separate and divisible from the rest of this agreement and stays effective even if this agreement ends or is invalid.

## **12. General Rules:**

**No liability.** By taking part in this competition you agree that you will not hold us liable for any losses, harm, damages, injury, claims or actions related to this competition.

- **Force majeure.** No party will be responsible for any breach of this agreement caused by circumstances beyond its control.

**Changing the rules.** These rules, including the duration of the competition, can only be reasonably changed (or superseded) by us in a written revision to these rules posted on the competition website or any other potential official competition communication methods we use to reach a majority of potential participants.

**Tax.** Income or other taxes relating to the prizes, if any, are the sole responsibility of the prize winner.

**Governing laws.** The following laws govern this competition: South Africa.

**Use of personal information.** Participants understand and agree that in order to offer the competition, the promoter must collect and use personal information about them.

**Termination of the competition.** If we need to, because of legislative or regulatory reasons, we may terminate the competition immediately and without notice. If this happens you will not have any claim against us, because of this.

**13. User Content: Social Media:** By entering the competition you agree to the following. @Parker\_southafrica instagram page may use content used to enter the competition and which you have posted on social media ("Your Content"). You are responsible for Your Content and for complying with any terms of use of the platform on which you have posted Your Content and @Parker\_southafrica does not claim ownership rights in Your Content. However, by entering the competition, you hereby grant to @Parker\_southafrica as licensee, and its parent, affiliates, subsidiaries, successors and assigns, an irrevocable, paid up, non-exclusive, world-wide, sub-licensable, transferable and royalty-free license to use Your Content for the purpose of marketing, distributing and selling products or services, or for other promotional or informational purposes, including but not limited to use in social media, website, and email, for a perpetual term. You understand that @Parker\_southafrica may edit the Content for marketing purposes with your written approval and that a request from @Parker\_southafrica to use Your Content does not constitute an endorsement of Your Content or else place any obligation on @Parker\_southafrica to use Your Content.



14. **Instagram:** This promotion is in no way sponsored, endorsed or administered by, or associated with instagram. By entering this promotion, you accept to relieve instagram from any responsibility. The information sent by the participant will be provided to the promoter only and not to instagram