

MONTEGO HEROIC TALES 2016

TERMS AND CONDITIONS

IMPORTANT: THESE TERMS AND CONDITIONS APPLY TO THE HEROIC TAILS COMPETITION FROM MONTEGO PET NUTRITION, IN IT'S ENTIRETY.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING YOUR ENTRY. ENTERING THE COMPETITION INDICATES THAT YOU ACCEPT AND AGREE TO THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, KINDLY DO NOT ENTER YOUR STORY.

1. Introduction

- 1.1. By participating in Montego's Heroic Tails Competition, entrants shall be deemed as having accepted these Terms and Conditions in full.
- 1.2. Montego Pet Nutrition may amend or revise these Terms and Conditions at any time without notice. The amended Terms and Conditions will be effective immediately and apply to all entrants without exception. It is the responsibility of all entrants to consult this page to review any revised terms.
- 1.3. Entries open 1/08/2016 and closes 31/08/2016. Finalists to be announced by 05/09/2016. Public voting opens 05/09/2016 and closes 18/09/2016. Winners to be contacted and announced on 23/09/2016.

2. Nominations & Competition Procedure.

- 2.1. This competition is limited to residents of South Africa with the exception of the following people:
 - 2.1.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of Montego Pet Nutrition and/or any other agencies involved in the Competition.
 - 2.1.2. People who are not legal residents and/or legal citizens of the Republic of South Africa;
 - 2.1.3. Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified under 2.1.1. above; and
 - 2.1.4. People under the age of 16 without consent of a parent or legal guardian.
- 2.2. The information you provide about yourself, as prompted by the entry procedure must be true, accurate, current and complete. In particular, this includes but is not limited to your confirmation either that you are over the age of 16 or that you are the parent or guardian of a person under 16, acting on that person's behalf and confirming agreement to be an entrant in accordance with these Terms.
- 2.3. Montego Pet Nutrition is concerned about the safety and privacy of all its users, particularly children. If you are a parent or guardian of a child of any age, it is your responsibility to determine whether any of the Services and/or content on the Site are appropriate for your child. For the avoidance of doubt a 'child' or a 'minor' is a person under the age of 18.



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- 2.4. At the time that a potential prize winner/s are identified, the potential prize winner/s will receive a confirmation from a Montego Pet Nutrition representative at which point he/she may be required to provide his/her ID and/or driver's license to the representative as proof of identity and citizenship. A proof of the winners' bank account will also be requested, this can be in the form of a bank letter, cancelled cheque or any other official document containing the winners' name and account number – this is compulsory for any cash winnings. The potential prize winner/s is not an actual winner until his/her submission is validated and his/her documents are completed and submitted to Montego Pet Nutrition. If a potential prize winner/s does not meet the eligibility requirements, the prize will be forfeited and a runner- up finalist will be deemed the potential prize winner/s, subject to the terms and conditions herein.
- 2.5. The judges' decision and public votes are final, and no correspondence will be entered into.
- 2.6. The prize is not transferable and no substitution or cash redemption of prizes are permitted.

3. Intellectual Property

- 3.1. By entering this competition, you authorize Montego Pet Nutrition to collect, store and use personal information of entrants for communication or statistical purposes.
- 3.2. Winners may be required to appear on television or radio, in print publications, or online sites to endorse, promote or advertise the goods or services of Montego Pet Nutrition.
- 3.3. By posting photographs and/or video clips in this competition (either directly or via a video embed code) you confirm that you are the owner of the copyright and any similar right in any such photographs and/or video clips.
- 3.4. By accepting these terms and in consideration of your nomination and use of the site you hereby grant Montego Pet Nutrition an exclusive license to use the photographs and video clips for all purposes in all media throughout the world for the full period of the copyright and any similar right.
- 3.5. Unless otherwise stated, the copyright and other intellectual property rights in all countries in all materials in this competition (including without limitation photographs and graphical images) are owned by Montego Pet Nutrition or its licensors. Any use of extracts from this site for any purpose is strictly prohibited.
- 3.6. No part of this competition may be reproduced or stored on any other website or included in any public or private retrieval system or service without Montego Pet Nutrition's prior written permission.
- 3.7. Any rights not expressly granted in these Terms & Conditions are reserved.

4. Service Access

- 4.1. While Montego Pet Nutrition endeavors to ensure that entry into the competition is normally available 24 hours a day, Montego Pet Nutrition will not be liable if for any reason the competition is unavailable at any time or for any period.



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- 4.2. Access to the competition may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Montego Pet Nutrition's control.

5. Visitor material and conduct

- 5.1. By entering this competition, you consent to the processing (including international transfer) of personal information about you as described in the Privacy and Security Policy.
- 5.2. Other than personally identifiable information, which is covered in the Privacy and Security Policy, any material that you transmit or post to this website will be considered non-confidential and non-proprietary. Montego Pet Nutrition will have no obligations with respect to such material. Montego Pet Nutrition will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, text and other things embodied therein for any and all commercial and non-commercial purposes. If you do not wish Montego Pet Nutrition to have the rights set out in this paragraph 5.2 please do not transmit or post any material or submit any contributions.
- 5.3. You acknowledge that you are solely responsible for the content of your submissions and you agree to submit only contributions that are your own original work, such contributions must be accurate (where they state facts) and genuinely held (where they state opinions).
- 5.4. You are prohibited from submitting to the competition any material which:
- 5.4.1. Is unlawful, harassing, threatening, defamatory, harmful, profane, indecent, pornographic, vulgar, obscene, abusive, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
 - 5.4.2. Violates a patent, trade mark, copyright, trade secret or other intellectual property rights of others or for which you have not obtained all necessary licenses and/or approvals;
 - 5.4.3. Constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party, in South Africa or any other country in the world;
 - 5.4.4. Constitutes any form of marketing or advertising; or
 - 5.4.5. Is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
 - 5.4.6. Harm minors in any way;
- 5.5. You must not misuse this website (including, without limitation, hacking).
- 5.6. Violation of this section may lead to legal action being taken against you by the authorities or any affected third party.

6. Nomination Rules



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- 6.1. Where you submit an entry into the competition, you must do so in accordance with these Terms, in particular section 5, and the following Rules:
- 6.1.1. You acknowledge that you are solely responsible for the content of your submissions and you agree to submit nominations that are civil and tasteful;
- 6.2. Montego Pet Nutrition reserves the right at all times, whether or not you are in breach of these Terms, to:
- 6.2.1. Edit, refuse to post or remove any material in whole, or in part without further notice to you and Montego Pet Nutrition's decision in these matters shall be final.

7. Links to and from other websites

- 7.1. Connected Montego Pet Nutrition websites that can be accessed via links from this page are subject to separate terms and conditions. You must therefore read those terms and conditions carefully before using those websites.
- 7.2. Links to third party websites on this page are provided solely for your convenience. If you use these links, you will leave the Montego website. Montego Pet Nutrition makes no representations as to the security, quality or propriety of any website which may be accessed through this competition and accepts no liability for the content or for any loss or damage caused or alleged to have been caused by the use of or reliance on information contained in such websites or goods or services purchased from them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.

8. Warranty and Liability

- 8.1. This website is provided "as is" for information purposes only and Montego Pet Nutrition gives no warranties of any kind either express or implied in respect thereof. Specifically, but without limitation, Montego Pet Nutrition does not warrant that:
- 8.1.1. You will be able to use this page or that it will continue to be made available in its current or any other form;
- 8.1.2. This website or any material of whatsoever nature available on or downloaded from it will be free from viruses or defects, compatible with your equipment or fit for any purpose.
- 8.2. The editorial content of any other website to which you have gained access by means of any hyperlinks published on the Website remains the responsibility of the provider of that other website.
- 8.3. All warranties which would otherwise be implied by law are hereby excluded.
- 8.4. It is your responsibility to maintain all appropriate firewalls and to take all appropriate anti-virus and other precautions, which may be necessary for your use of this website. Montego Pet Nutrition shall not (subject only to the exclusion provision in paragraph 8.5) be liable to you, whether for negligence, breach of contract or otherwise, for any loss or damage of whatsoever nature suffered by you (including without limitation, direct loss or damage, indirect or consequential loss or damage, loss of goodwill, loss of business opportunity, loss of data or loss of profit), arising from:



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- 8.4.1. Any computer virus or other bug transmitted through this website;
 - 8.4.2. Your use or inability to use this website at any time and any failure by Montego Pet Nutrition to provide this website/competition;
 - 8.4.3. Your use of and/or reliance on other websites to which you have gained access by means of hyperlinks published on this website;
 - 8.4.4. The content or accuracy of any material posted by you, or any other user of this website or your reliance upon it;
 - 8.4.5. Any inaccurate information published in this competition; or
 - 8.4.6. Your failure to comply with any law or regulation that is applicable to you.
- 8.5. Nothing in these Terms shall operate to exclude or restrict our liability for either fraud, or death or personal injury resulting from our negligence.

9. Enforcement

- 9.1. The failure by us to enforce any Terms and Conditions shall not be deemed as a waiver of the right to enforce such term or condition.

10. Jurisdiction

- 10.1. These Terms and all matters arising from or connected with them are governed by and construed in accordance with the laws of Southern Africa.

11. Prizes

- 11.1. Each runner up will receive R1000, a 20KG bag of Karoo, plus a medal and 2nd place certificate.
- 11.2. The winners in each category will receive R5000, a 20kg bag of Karoo, plus a medal and 1st place certificate.
- 11.3. The winner in the saviour category will receive R10 000.
- 11.4. The overall winner will receive an additional R5000 (for a total of R10 000), a year's supply of Karoo, plus the 2016 trophy and winner's certificate.
- 11.5. Winners in all categories must allow for a reasonable period of time for prizes to be arranged and delivered following the date of the winners' announcement.



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