



Growth Institute
Workplace Integrated Training Solutions

An approved private college

www.growthinstitute.co.za

Terms and Conditions: Win a Holiday 2019



I. Eligibility

1. New students who registered at Growth Institute for at least four subjects at any level of the Hospitality & Tourism Program or Commercial Studies Programs qualify for the draw on condition that all their registration and first module fees are paid no later than the last day of **June 2019**
2. Students who register between 29 April 2019 and 30 June 2019 are eligible for the draw to win a holiday
3. The draw is open to all **non-learnership students**
4. Students must be 18 year of age or older to be considered for the draw

II. Nature of Images Used in this Promotion

The images used in any part of this promotion is for illustrative purposes only and does not guarantee a match of the destination that will form part of this offering

III. Nature of the Draw

1. The Directors of Growth Institute (also known as “The Directors” and or “The Promoter(s)”) will sponsor a holiday for two persons to a destination determined by the Directors and by our Travel Management Partner

2. The prize cannot be replaced with cash
3. The winners are responsible for their own costs in terms of visas, passports and other travel documentation requirements
4. The winners are responsible to travel to the destination at their own cost
5. The winners are responsible for their own cost when going to the embarkation point for the prize in this draw
6. The winners are responsible for their own food and drink at the destination associated with this draw
7. Neither the Directors nor their Travel Management Partners or any other sponsors are responsible to provide the winners with pocket money for any reason whatsoever
8. Neither the Directors nor their Travel Management Partners will be responsible for any losses, injuries or damages that the winner or winners of the draw may incur when the winner or winners:
 - 8.1. Travel to and from the destination
 - 8.2. While making use of any facilities at the destination
 - 8.3. Any other causes of losses or damage while making use of the prize

IV. Destination

1. The Directors, in association with our Travel Management Partner, will decide on the holiday destination and will communicate that destination and the holiday date to the winners
2. The winners will make use of the prize during the destination's shoulder seasons and not during the destination's peak seasons

V. Risk Indemnity

- 1) The Directors and our Travel Management Partner are not responsible for any injuries, losses or damaged incurred by the winners when they make use of this draw
- 2) The Directors and our Travel Management Partner are not responsible for any incidents such as drug trafficking or other criminal offenses or civil that could be committed by the winners when they make use of this prize

VI. Other Terms and Conditions

- 1) The Terms and Conditions are issued by the Directors of the Growth Institute (PTY) Ltd
- 2) The rule of construction governs these terms and conditions
- 3) The Directors retain the sole discretion on how the prize will be awarded.
- 4) These terms and conditions and promotion rules contain certain terms and conditions which appear in similar text style to this clause and which:
 - a) May limit the risk or liability of the promoter or a third party; and/or
 - b) May create risk or liability for the entrant; and/or
 - c) May compel the entrant to indemnify the promoter or a third party; and/or
 - d) Serves as an acknowledgement, by the entrant, of a fact.
- 5) The entrant cannot be a juristic entity and must be an individual;
- 6) The Entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.

- 7) 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 the Entrant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 (“the CPA”).
- 8) The Entrant acknowledges that by submitting his or her entry to the promotion he/she has been given an appropriate opportunity to first read these terms and conditions before entering and he/she understands and agrees to the terms and conditions.
- 9) All Entrants to this promotion participate entirely at their own risk. By reading and accepting these terms and conditions, the Entrant hereby indemnifies the Promoter, the Promoter’s directors, employees and/or agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the promotion and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.
- 10) The closing date for an entry is midnight (CAT) on 30 June 2019.
- 11) Winners will be selected in a random drawing from all eligible entries received by the closing date. Sponsor’s decision will be final. No correspondence will be entered into.
- 12) Prizes are not transferable and no substitutions or cash equivalents are permitted. Winners will be notified by telephone, email or regular mail. The winner will have 7 days from receipt of the prize notification to claim their prize by responding on email. If the winner has not claimed their prize within this period, the Promoter will be entitled to select an alternative prize-winner.
- 13) The prize must be taken, and travel completed, as per the dates of the prize. Black-out dates and restrictions may apply. Dates will be set and communicated upon notification
- 14) This competition starts on 29 April 2019.
- 15) The competition ends 30 June 2019.
- 16) In order to qualify as an Entrant for this competition:
- 17) The Entrant must be a South African citizen;
- 18) The Entrant must have a valid South African ID document and produce said document on booking of the prize trip;
- 19) The Entrant must provide correct and full personal details, as required;
- 20) The Entrant cannot be a juristic entity and must be an individual.;
- 21) Unused, expired and redeemed prize cannot be refunded, exchanged or returned. Any value remaining once the booking is completed may not be exchanged for cash.
- 22) The Promoter reserves the right to amend the terms and conditions as well as terminate the promotion at any time. In the event of such termination,
 - a) all participants agree to waive any rights that they may have in terms of the promotion and acknowledge that they will have no recourse against the Promoter, its advertising agencies, advisors, suppliers and nominated agents.
- 23) This Competition contains one draw; the prize shall be drawn within 2 (two) weeks of the closing date of the competition.
- 24) Any person that is: (a) an employee of any company involved in the competition (including the Promoter) or (b) a family member of such employee, is not eligible to enter the competition. The Promoter reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the competition as a result of this rule.

- 25) The Promoter accepts no responsibility for any damage, loss, injury, or disappointment of any kind suffered by any entrant in entering the competition, including as a result of any Entrant winning or not winning any prize.
- 26) The Promoter accepts no responsibility for entries lost, or delayed in computer error in transit. Entries made online using methods generated by a script, macro or the use of automated devices will be void.
- 27) Cancellation fees may apply if the trip is cancelled. Cancellations in the event of hospitalization or death would require a death certificate/doctor's letter. In the event of cancellation, the winner would be given the opportunity to rebook to the same value – less any cancellation fees that apply. Cancellations will be non-refundable and the trip would be voided – unless in the case of hospitalization or death.
- 28) The prize is subject to resort availability. Peak season dates such as Christmas/New Year and school holidays may be unavailable or require that the winner pay a further balance directly.
- 29) If the prize letter is misplaced, the winner will not be able to claim the prize. The prize letter must be produced at time of booking with the travel agent.
- 30) Name changes are not permitted once the booking has been made and destination details are disclosed to the winner(s).
- 31) Bookings must be made at a minimum of 8 weeks before departure.
- 32) Exclusions will depend on the package booked and can include:
 - a) Meals not specified.
 - b) Drinks
 - c) Kids clubs
 - d) Motorized water sports and excursions are excluded and can either be pre- booked or paid on arrival at the resort.
- 33) Travel insurance is highly recommended and can be added at time of booking.
- 34) This prize may be governed by further terms and conditions put in place by the travel agent and/or the operator of the chosen package. These terms and conditions will be explained to the winner at the time of booking.