

Nedbank Ke Yona draft voting

Terms and conditions

Interactive audience voting has been set up on behalf of Nedbank Limited to enable Nedbank Ke Yona Team Search viewers to vote for their favourite Ke Yona Team player and which PSL team they would like to see them drafted into.

The voting has been set up to encourage viewer participation in the show and to give them a say in the outcome of the series.

1 Promoter

The promoter of this campaign is Nedbank Limited (the 'Promoter').

2 Campaign Period

The campaign starts on 25 August 2018 and ends on 22 September 2018 at 23:59 Central African Time (the 'Campaign Period'). No late entries will be accepted.

3 Who is eligible to take part in the Campaign

- 3.1 This Campaign is open to cellphone users on the South African Vodacom, MTN, Telkom Mobile and Cell C networks ('Participants').
- 3.2 Participants must be natural persons of 18 years or older who are permanent residents or citizens of the Republic of South Africa.

4 Who may not take part in the Campaign

- 4.1 Juristic persons.
- 4.2 No director, employee, agent or consultant of the Promoter, or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this competition may participate in this competition.

5 How to enter

- 5.1 Participants may vote by Unstructured Supplementary Service Data (USSD) services only by dialling *120*37238# from a cellphone. Participants will follow the prompts during the USSD session to pick their preferred player and the PSL team they want that player to play for.
- 5.2 An entry will be deemed valid once the Participant has followed all prompts during the USSD session and reached the final screen displaying the following message: 'You have successfully voted for your favourite player and team! Watch the Nedbank Ke Yona Team Draft live on SABC 1 from 14:00 on 29 September!'
- 5.3 USSD sessions are charged from your airtime or billing balance and cost 20c for every 20 seconds (free minutes do not apply). The average time for each entry is under 20 seconds, so your session should not exceed more than 40 seconds. Please ensure that you terminate the session when you are done to prevent incurring more costs.

6 The draw

- 6.1 The Promoter will count all valid votes and assign each one to the respective player and PSL team, and then conduct a draw in front of a studio audience.
- 6.2 A Nedbank representative will draw a team name at random and the player that received the most votes for that team will then be drafted to that team.
- 6.3 Both the player and the team will be removed from the remaining draw sequence.
- 6.4 An external auditor will be present during the draw to adjudicate proceedings.
- 6.5 As team names are drawn at random, it is possible that a player may be allocated to a team even if he has received more votes for a different team. For example, if John receives 1 000 votes for Team A and 800 votes for Team B and Team B is drawn before Team A, John will be assigned to Team B.

- 6.6 If the vote outcome cannot be reasonably determined (due to a technical failure or other circumstance beyond Nedbank's reasonable control and the data is irrecoverable), the Promoter reserves the right to use its discretion to ensure fairness to all affected parties, postpone the result show or exclude the results from the system that failed.
- 6.7 If more than one player receives the same amount of votes for a specific team, the Promoter reserves the right to break the deadlock in a fair and just way at its discretion.

7 Rules

- 7.1 The Promoter reserves the right to change the voting rules at any time, and may suspend, withdraw or reset voting at its sole discretion. Where the Promoter does change the voting rules, the updated voting rules will be published on the Promoter's website at www.nedbank.co.za and will be effective from the time of publication.
- 7.2 The Promoter reserves the right to disqualify votes if it has reasonable grounds to suspect that fraudulent voting has occurred or if it considers that there has been any attempt to manipulate the voting. Viewers will be limited to 100 votes per cellphone number. Votes in excess of 100 on USSD will be charged for but will not be counted.
- 7.3 After the lines have closed, the result of the vote will be determined by the number of valid votes received. Late votes, or votes not received by the time the result is calculated, will be charged for but will not be counted.
- 7.4 The Promoter and the producers of Nedbank Ke Yona Team Search, including their holding and subsidiary companies, employees, agents, sponsors and subcontractors ('the Indemnified Persons') do not accept any responsibility and will not be held liable for any technical failure or malfunction, or any other problem with any mobile network, system, server, provider, software or otherwise, which may result in any vote(s) being lost or not properly received, registered or recorded, or not being received on or before the Campaign Period closes.
- 7.5 The Promoter is committed to operating fair viewer voting and preventing abuse of its systems, as well as those of its agents and subcontractors. However, the Promoter does not guarantee that the mobile networks and other networks used in connection with voting will be free from errors or omissions, nor that they will be available, uninterrupted and fully operational. In the case of system failure or repair or for reasons beyond the reasonable control of the Promoter, the system and/or voting service may be suspended temporarily and without notice. The Indemnified Persons will not be liable to any person if all or any part of the system and/or voting service is discontinued, modified or interrupted in any way.
- 7.6 By voting you release and/or indemnify the Indemnified Persons from all liability (including negligence), and for any personal injury, loss or damage (including loss of opportunity) – whether direct, indirect, special or consequential – arising in any way out of or in connection with your participation in the voting in terms hereof, including, but not limited to, arising out of the following:
- any technical difficulties or equipment malfunction;
 - any theft, unauthorised access or third-party interference; and
 - any entry that is late, lost, altered, damaged or misdirected due to any reason beyond the control of the Promoter.
- 7.7 These terms and conditions will be governed by South African law. The Participants must provide correct and up-to-date personal details as required by the Promoter with each referral sent to the Promoter. Participants agree that their participation in this Campaign entitles the Promoter to process such information. The Promoter may terminate this Campaign at any time. In such event where the Campaign is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Campaign and acknowledge that they have no recourse against the Indemnified Persons.
- 7.8 In the event of a dispute the Promoter's decision will be final and binding and no correspondence will be entered into. In this regard and for further clarity the Promoter will be entitled to deal with such disputes (or any failure by Participants to follow the rules) at its sole discretion.
- 7.9 It is expected that Participants will enter using a cellphone number that is owned and registered to them. No person can use another person's cellphone number to submit votes. This is to avoid fraud and possible litigation between the phone owner and the Participant, as well as to avoid additional fraud being conducted by multiple SIM card owners.

- 7.10 If a vote is received from a cellphone number that, according to the Nedbank database, indicates that the participant is a Nedbank client because it is linked to a Nedbank account, then the vote will count double for the purposes of the Nedbank Ke-Yona draft.

8 General

- 8.1 The Participant, by entering into the Campaign, expressly acknowledges that he/she has been given an appropriate opportunity to read the Campaign Rules before taking part in the Campaign and that he/she understands and thereby agrees to these rules.
- 8.2 It is a material term of the Campaign that all Participants to this Campaign participate entirely at their own risk.
- 8.3 Participants will not receive any prizes or remuneration in exchange for their participation in this Campaign.
- 8.4 Entries that are unclear, illegible or contain errors will be declared invalid.
- 8.5 No entries submitted before or after the Campaign Period will be considered.
- 8.6 All unrecognised USSD interactions (interactions where the text does not match the advertised voting text or cannot be allocated to a specific contestant) will be charged for but not counted.
- 8.7 All published information relating to this Campaign will form part of the said terms and conditions.
- 8.8 This Campaign is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network.
- 8.9 By taking part in the Campaign the Participant consents to his/her personal information being shared with the Promoter's employees, contractors or agents for the purpose of this Campaign and for the purpose of sharing future promotions.
- 8.10 The Promoter may require the Participants (at no fee) to consent in writing to endorse, promote and/or advertise any service of the Promoter. The Participants have a right to decline the invitation to use their image in marketing material or to participate in any marketing activities.
- 8.11 If required to do so, because of legislative or regulatory reasons, the Campaign may be terminated immediately and without notice. In the event of such termination all Participants agree to waive any rights they have as a result of the termination and acknowledge that they will have no recourse against the Promoter, its agents, contractors and/or sponsors.