

**ROCOMAMAS & HARLEY DAVIDSON SOUTH AFRICA #ROCKINMYSTREET COMPETITION  
(TERMS AND CONDITIONS)**

1. This competition (“the Competition”) is conducted by RocoMamas Advertising (Pty) Ltd (“RocoMamas”), Harley Davidson Cape Town, Harley Davidson Tygervalley and SA Hot Rods (Pty) Ltd (“SA Hot Rods) referred to herein as “the Promoters”) and may only be entered into by customers of RocoMamas restaurants who are 18 (eighteen) years or older and resident in South Africa.
2. No persons who are directors, members, partners, employees, franchisees, or agents of, or consultants to, either of the Promoters, their marketing service provider(s) utilized in connection with this Competition, any supplier of goods or services in connection with this Competition, any other person who directly or indirectly controls, or is controlled by, them, or any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons, may enter into the Competition.
3. A copy of these Competition rules (“the Rules”) is available on [www.rocomamas.com](http://www.rocomamas.com). These Rules may be amended by reasonable notification via the Rocomamas website at any time during the Competition, and will be applied and interpreted by the Promoters and their decisions regarding any disputes relating to such meaning and / or content will be final and binding.
4. Participation by the entrants in the Competition constitutes an agreement to abide by these Rules.
5. This Competition is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.
6. Entries for The Competition will run from 08h00am on 14 September 2018 and will end at 17h00 on 15 February 2019.
7. The Competition is limited to entrants residing in the Cape Town region only.
8. To enter, entrants must upload/share a photograph on Facebook or Instagram of themselves and/or friends or family members showcasing their interpretation of “Enjoying RocoMamas on the go in the Mother City” and the hashtag #RockinMyStreet must be used. Entries must tag @rocomamas on Facebook or Instagram.

9. In addition to the requirements detailed in clause 8 above, entrants will be required to register as members of the Facebook and/or Instagram social networking website ([www.instagram.com](http://www.instagram.com)) ([www.facebook.com](http://www.facebook.com)) and follow the RocoMamas page (@rocomamas) (RocoMamas).
10. The winner, selected at the end of the competition period will take ownership of a Limited Edition RocoMamas branded 2018 Harley Davidson 750 Street motorcycle.
11. The promoter will not be held liable if the winner suffers any loss or damage following participation in this competition.
12. The prize winner will be responsible for registering and licensing the prize in the prize winner's name and fulfilling any other legal requirements the prize may require.
13. The winner may only use the prize upon handover if the winner has a valid motor vehicle license. If the winner does not have such a license the winner will be required to arrange a method of transporting the prize at the winner's own expense. Alternatively, the winner may bring a nominated driver with a valid license to collect the prize on his/her behalf.
14. The prize will under no circumstances be handed over to a third party and will only be handed directly to the verified prize winner or at the prize winner's written instruction.
15. Entrants may enter the Competition multiple times.
16. 5 (five) entries will be selected from entrants who have duly completed their entries as required in clause 9 above, by no later than the 15 February 2019 based on, but not limited to, creativity, number of likes and originality. RocoMamas will share the top 5 (five) images on their Instagram page for followers to vote for the final winner by commenting the name of their favourite entry. The winner will be chosen based on the highest number of votes by followers.
17. The winner will be required to forward certified copies of their Identity Document and details of their address to RocoMamas Advertising (Pty) Ltd within the time period stipulated by RocoMamas. Every reasonable effort will be made to contact the winners, however if the winners do not respond to the notification/s and/or provide the required documents within 3 (three) days after RocoMamas has informed him or her that he / she

has won the prize, failing which the winner will forfeit the prize and RocoMamas will be entitled to offer the prize to the entry with the second highest number of votes.

18. The prize is not transferable, exchangeable or redeemable for cash and, to the maximum extent permitted in law, the Promoters and their subsidiary and holding companies are not liable for any defects in, or changes to, any part of the prize.
19. The Promoters may, after the winner has accepted the prize, and both before or after the winner of the Competition has been publicly announced, request that the winners permit the use of their image/s and/or name/s in their marketing material and / or participate in their marketing activities (including endorsing, promoting and / or advertising the services of, RocoMamas, Harley Davidson Tyger Valley, Harley Davidson Cape Town and SA Hot Rods or any of their subsidiary or holding companies) (“the Invitation”). The winners have the right to expressly decline the Invitation in the manner stipulated in this clause. Should the winner fail to decline the Invitation by telephone, e-mail or in writing to Adam Deane: Tel: 021 555-5100, Email: adamd@rocomamas.co.za, Postal address: P.O. Box 166, Century City, 7446 Cape Town, South Africa, within 5 (Five) days of being notified that they are the winners of the Competition and being expressly requested to accept or decline the Invitation in writing, then such winners shall be deemed to have accepted the Invitation and granted permission and / or agreed to participate in marketing activities in the manner set out above.
20. To the maximum extent permitted in law, the owners of any RocoMamas restaurant, RocoMamas Advertising (Pty) Ltd, Harley Davidson Tyger Valley, Harley Davidson Cape Town, SA Hot Rods or any holding or subsidiary companies of any of them, or any of their respective directors, officers, managers, employees, agents, franchisees, or anyone associated with any of them, shall not incur any liability to any person for any injury, loss, claim or damage of any nature whatsoever whether direct, indirect, consequential or otherwise, as a result of (or in any way connected to) any person entering into, or arising from any cause whatsoever or howsoever arising from any person’s participation in any way, in this Competition or as a result of (or in any way connected to) any prizes won there under (any such prizes being utilized and accepted at the sole and own risk of any winner thereof).
21. In the event of a dispute in respect of any aspect of the Competition, the Promoters’ decision is final and binding and no correspondence will be entered into.

22. By entering the Competition, entrants agree to receive further communication and direct marketing material from the Promoters, and their holding and subsidiary companies, provided that the entrants may opt-out of receiving commercial communications at any time via the appropriate opt-out mechanisms provided by the Promoters for such purpose.
23. This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act (“CPA”) and the regulations promulgated thereunder, which are deemed to be incorporated herein (“Peremptory Provisions”). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: [www.dti.gov.za](http://www.dti.gov.za).
24. Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.