Promotional competition/event

TERMS AND CONDITIONS

EVEREST WEALTH "DIE BESTE KRISMIS PARTY OOIT" COMPETITION TERMS AND CONDITIONS

IMPORTANT NOTICE

These Terms and Conditions, together with the 'Winner's Media and Publicity Agreement' (appended hereto as Part 2), govern the promotional competition ("the Competition") conducted by Everest Wealth Management (Pty) Ltd ("the Promoter").
By participating in this Competition, all participants ("Entrants") agree to be fully and unconditionally bound by these Terms and Conditions and the Winner's Media and Publicity Agreement on acceptance.
These Terms and Conditions will be available on the Promoter's website (www.everestwealth.co.za) for the duration of the Competition.
This Competition is conducted in accordance with the provisions of the Consumer Protection Act, 68 of 2008 ("CPA") and the Protection of Personal Information Act, 4 of 2013 ("POPIA").
Please read these Terms and Conditions carefully before entering.

PART 1: COMPETITION TERMS AND CONDITIONS

1. The Promoter

This promotional competition ("the Competition") is organised and promoted by **Everest Wealth Management (Pty) Ltd** (Registration Number: 2002/004025/07), an authorised Financial Services Provider (FSP Number: 795, CAT I & II, & IIA).
The Promoter's principal place of business is 3rd Floor, Building C, Westend Office Park, 250 Hall Street, Centurion, Gauteng, 0046.
For any queries, please contact info@everestwealth.co.za

2. Campaign Name and Description

The promotion is known as the **Everest Wealth 'DIE BESTE KRISMIS PARTY OOIT' Competition** ("the Competition").

This is a promotional competition conducted in the ordinary course of the Promoter's business for the purpose of promoting the Everest Wealth brand and its sponsorship of the "DIE BESTE KRISMIS PARTY OOIT" concert (the "Event").

The Event is held in aid of the Moeggesukkel Reconciliation NPC (Registration Number: 2011/136450/08) ("the Charity").

3. Campaign Period

The Competition will run from the date of the first official Competition post until **23:59 (SAST) on 20th November 2026** ("the Closing Date").
Entries received after the Closing Date will be void and will not be considered.
The winner(s) will be announced on or about **23rd November 2026**.
The Event takes place on **6th December 2026**.
The Promoter reserves the right to extend, shorten, or cancel the Competition at its sole discretion, provided such changes are communicated publicly.

4. Eligibility

a. The Competition is open to all natural persons who are residents of the Republic of South Africa, aged 18 years or older, and in possession of a valid South African identity document.
b. The Competition is **not** open to any person who is a director, member, partner, employee, or agent of, or consultant to the Promoter (Everest Wealth Management (Pty) Ltd) or any of its related or inter-related entities, including but not limited to Everest Advisory Services (Pty) Ltd and Laudian Investment Holdings (Pty) Ltd.
c. This exclusion also applies to any other person who directly or indirectly controls or is controlled by the Promoter, as well as the immediate family members (spouses, life partners, parents, children, siblings) of any such excluded person.
d. This exclusion further extends to any suppliers of goods or services in connection with the Competition.

5. How to Enter

a. To enter, participants must complete all of the following steps during the Campaign Period:
i. **FOLLOW** the official Everest Wealth Facebook page (@EverestWealth); AND
ii. **FOLLOW** the official Everest Wealth Instagram page (@everest_wealth); AND
iii. **TAG** two (2) friends in the comments section of the official Competition post on either Facebook or Instagram.
b. A valid entry requires all three steps to be completed.
c. There is no cost to enter the Competition. Standard data rates as determined by service providers, apply to the use of social media platforms.
d. Only one (1) valid entry per person is permitted. Multiple entries from the same person will be disqualified.
e. Entries must not contain any content that is offensive, defamatory, unlawful, or infringes on any third-party rights.
f. By tagging any individual, the Entrant warrants that they have obtained the prior consent of that individual to be tagged in a promotional competition post. The Entrant indemnifies the Promoter against any claim arising from a breach of this warranty.

g. The Promoter accepts no responsibility for entries that are incomplete, illegible, or not successfully submitted due to technical faults, user error, or any other reason.

6. The Prize

a. Two (2) winners will be selected.
b. Each winner will receive one (1) prize package, valid for the winner and two (2) chosen guests (a total of three (3) persons per prize package).
c. Each prize package includes:
i. Three (3) tickets to the "DIE BESTE KRISMIS PARTY OOIT" Event on 13th December 2025.
ii. Transport to and from the Event. This transport is limited to a single pick-up and drop-off point, which must be located within a fifty-kilometre (50km) radius of the Event venue. Should a winner reside outside this radius, they must arrange, at their own cost, transport to a suitable pick-up point within the 50km radius or forfeit the transport portion of the prize.
iii. Food/catering and drinks at the Event. The specific nature, quantity, and value of the food and drinks will be at the sole and reasonable discretion of the Promoter.
d. The winner's two (2) chosen guests must also be 18 years of age or older.
e. The prize is **not transferable, not exchangeable for cash**, and cannot be sold or substituted.
f. Any additional costs or responsibilities related to the prize, beyond what is explicitly stated, will be for the winner's account.

7. Winner Selection and Notification

a. The two (2) winners will be selected by means of a random lucky draw conducted from all valid entries received.
b. The draw will take place on or about 7th December 2025.
c. The draw will be overseen and certified by an independent accountant, registered auditor, attorney, or advocate, as required by the CPA.
d. The winners will be notified via a Direct Message (DM) on the social media platform (Facebook or Instagram) they used to enter. The Promoter will make reasonable attempts to contact the winners.
e. The selected winner **must respond** to the notification DM within **forty-eight (48) hours** to acknowledge receipt and provide preliminary verification details (Full Name, ID Number, email address, and phone number).
f. If a winner fails to respond within the **forty-eight (48) hours**, or is found to be ineligible, or fails to provide the required information, they will be disqualified. The Promoter reserves the right to select an alternate winner in such an event.
g. The Promoter's decision regarding the winners is final and binding, and no correspondence will be entered into.

8. Prize Acceptance and Conditions

a. This section contains critical conditions for prize acceptance.
b. The winner and their two (2) chosen guests (total 3 persons) will be required to confirm acceptance of the prize and provide necessary delivery/contact details within **forty-eight (48) hours** of notification (as per Section 7)
c. Upon successful notification (as per Section 7), a Voluntary Media and Publicity Agreement will be sent to the winner/s via email which will allow the Promotor consent for all individuals to be filmed, photographed, and recorded, and for the use of their Personal Information (including, but not limited to, their image, likeness, and voice) for the Promoter's marketing and promotional purposes, in compliance with POPIA

d. Should the winner fail to confirm prize acceptance within **forty-eight (48) hours** of notification, the Promoter reserves the right to select a new winner via random draw

9. Publicity and Marketing

a. By accepting the Prize, the winner and their guests acknowledge that the Promoter may invite them to participate in promotional activities related to the Prize experience.
b. Winners and their guests are invited, but not required, to participate in reasonable promotional activities, such as being filmed, photographed, and interviewed by the Promoter or its agents throughout the Prize experience (including transport, catering, and the concert itself). Participation in these promotional activities is entirely voluntary.
c. Winners who agree to participate in promotional activities will be asked to sign a separate 'Winner's Media and Publicity Agreement' setting out the specific terms of such participation. This agreement is optional and may be declined without any effect on the winner's entitlement to the Prize.
d. In accordance with Regulation 11(3) of the Consumer Protection Act, 68 of 2008, winners have the right to decline participation in any promotional or marketing activities. Declining to participate will not result in forfeiture or any reduction of the Prize value.
e. In the event that the winner declines consent, the Promoter reserves the right to announce the winner's first name and province of residence for verification and transparency purposes, in compliance with Section 11(1)(f) of POPIA which provides for lawful processing conditions that can apply without consent.

10. General Conditions

a. The Promoter reserves the right to amend, suspend, or cancel the Competition or these Terms and Conditions if circumstances arise beyond its reasonable control.
b. The Promoter reserves the right to disqualify any participant who, in its reasonable opinion, has violated these Terms and Conditions, provided false information, or acted fraudulently.
c. The Promoter's decision in all matters related to the Competition shall be final and binding.

11. Limitation of Liability

a. To the fullest extent permitted by law, by entering the Competition, participants agree that the Promoter (Everest Wealth Management (Pty) Ltd), its affiliates, holding companies, subsidiaries , employees, and agents, as well as the Event organisers and the Charity (Moeggesukkel Reconciliation NPC) , shall not be liable for any loss, damage, injury, or claim (including direct, indirect, or consequential loss) arising from or connected to participation in this Competition, or the acceptance, use, or misuse of the Prize.
b. The Promoter accepts no responsibility for technical failures, network issues, communication errors, or other problems beyond its control that may affect entry or winner notification.

12. Data Protection (POPIA)

a. This section governs the Personal Information collected from Entrants **at the point of entry**.
b. Personal information collected through this Competition (e.g., social media handles, names) will be processed in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA).
c. The Promoter will use such data **solely** for the purposes of: (a) administering the Competition; (b) verifying entries and the identity of Entrants; and (c) contacting the winner.
d. The processing of the winner's and guests' Personal Information for publicity, marketing, and media purposes is governed separately and exclusively by consent of the **'Winner's Media and Publicity Agreement' (Part 2)**.

13. Legal Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa, including but not limited to the Consumer Protection Act, 68 of 2008 (CPA) (as amended). Nothing in these Terms and Conditions shall be interpreted as limiting or excluding the consumer rights and protections afforded under the CPA.

Any disputes arising from or related to this Competition shall be referred to:

- The South African courts;
- The National Consumer Tribunal;
- A provincial consumer court;
- An accredited industry ombud with jurisdiction;
- The National Consumer Commission; or
- Any alternative dispute resolution agent as provided for in the Consumer Protection Act.

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Promoter: