

## JOHN DORYS BRAINIACS COMPETITION RULES

1. This competition (“the Competition”) is conducted by John Dory’s Advertising (Pty) Ltd (“John Dory’s”) and may only be entered into by Kloof Senior Primary school learners who must be residents of South Africa.
2. No persons related to the Promoters (including but not limited to their Subsidiaries and / or Franchisees) by way of being:
  - 2.1. directors, members, partners, employees, franchisees, agents of, or consultants to;
  - 2.2. any marketing service provider(s), any supplier(s) of goods or services, any other person who directly or indirectly controls, or is controlled by them; or
  - 2.3. 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.johndorys.co.za](http://www.johndorys.co.za). These Rules may be amended by reasonable notification via the John Dory’s website at any time during the Competition, and will be applied and interpreted by John Dory’s and its decision 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. The Competition runs from 15 January 2020 to 26 February 2020.
6. The Competition is entry into the John Dory’s Brainiacs competition (pilot project) at Kloof Senior Primary school in Durban, where entrants are required to be pupils attending the school. To enter pupils at Kloof Senior Primary need to:
  - 6.1. Enter a team (maximum 4 members per team) and complete the Brainiacs competition entry form and hand it back to the school.
  - 6.2. Work on their project during school hours and submit it by the competition end date to the relevant teacher.

- 6.3. The top 10 entries will be selected based on the marks received for the project.
- 6.4. The top 10 finalist's submissions will thereafter be sent to John Dory's Advertising for a final winner selection by a panel of judges.
- 6.5. The Top 5 finalists will be contacted via the school to attend the final awards event taking place in Durban, during March 2020.
7. The winners of the prize (share of R50 000 in cash) will be selected by a panel of judges at a final prize giving event in Durban.
  - 7.1. Prize money of R50 000 will be allocated to the teams as follows:
    - 1st place: R 30 000.00
    - 2<sup>nd</sup> Place: R 18 000.00
    - Honorable mentions – 3 teams will receive R1000.00 each
  - 7.2. The prize money will be paid to the school to go towards the winning pupil's school fee account.
8. The prize is not transferable, or exchangeable to the maximum extent permitted in law, and John Dory's, and its subsidiary and holding companies are not liable for any defects in the prize.
9. John Dory's may, before or after the winner of the Competition has been publicly announced, require that the parent or legal guardian of the winners permit the use of their image and/or name in their marketing material and/or participate in their marketing activities (including endorsing, promoting and/or advertising the services of, Spur, or any of their subsidiary or holding companies) ("the Invitation"). The winner has the right to decline the Invitation. Should the winner fail to decline the Invitation by telephone, e-mail or in writing to Melissa Edem on Tel: 021 555-5100, Email: [melissae@spur.co.za](mailto:melissae@spur.co.za) Postal address: P.O. Box 166 Century City 7446 within 3 (three) days of being notified that they are the winner of the Competition, then such winner shall be deemed to have accepted the Invitation and granted permission and/or agreed to participate in the manner as aforesaid.
10. To the maximum extent permitted in law, the owners of any John Dory's restaurant, John Dory's Advertising (Pty) Ltd, Spur Group (Pty) Ltd, 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 entering into, or arising from any cause whatsoever or howsoever arising from their participation in any way in, this Competition or the use of any prize won there under (any such prizes being utilized at the own risk of the winner and/or the parent or legal guardian of any such winner).

11. In the event of a dispute in respect of any aspect of the Competition, John Dory's decision is final and binding and no correspondence will be entered into.
12. By entering the Competition you agree to receive further communication and direct marketing material from Spur and their holding and subsidiary companies.
13. 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).
14. 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.