

CAP DREAM CAMPAIGN

TERMS AND CONDITIONS

Please read these terms and conditions carefully. Participation in this Campaign will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate. The terms and conditions set out below apply to all participants submitting entries

1. THE CAMPAIGN:

CARLA'S AU PAIRS – CAP DREAM CAMPAIGN (“The Campaign”) conducted by Carla’s Au Pairs (Pty) Ltd, (“The Promoter”).

2. PROMOTION PERIOD:

2.1 The Terms & Conditions set out in this document covers the CAP Dream Campaign running between the following dates: 13 OCTOBER 2020 – 7 DECEMBER 2020 (“the Promotion Period”).

2.2 Specific entry dates and times will be communicated throughout the campaign on the Carla’s Au Pairs social media platforms and website.

2.3 The duration of the Promotion may be extended or curtailed at the discretion of the Promoter.

3. WHO MAY ENTER:

3.1 All Participants must:

1. Be female and be 18 (eighteen) years of age at the date of the entry & no older than 26 (twenty-six) years of age.
2. be a citizen of the Republic of South Africa or Namibia.
3. Be in possession of a valid South African or Namibian Identity Document.
4. Be in possession of a valid South African or Namibian Passport or have applied for one.
5. Be in possession of a valid South African or Namibian grade 12 high school qualification.
6. Be in possession of a valid South African or Namibian drivers’ licence or working towards obtaining it.
7. Be in possession of a valid South African or Namibian police clearance or working towards obtaining it.
8. Be in possession of at least 2 childcare references.
9. Be unmarried.
10. Have no children of your own.

3.2 Participation in this competition excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter, their Agencies, organizers, of the Competition and the spouse, life partner, parent, child, brother, sister, business partner or associate of any of the said persons.

4. CAMPAIGN QUALIFICATION:

4.1 To enter:

All entrants must adhere to the specific rules and guidelines set out. Detailed information can be found on the Carla's Au Pairs social media platforms and website.

4.2 The Promoter reserves the right to amend the winner selection process.

o Upon reaching the closing date for the competition, a winner will be selected by an internal panel appointed by the Promoter.

o Finalists/winners will be selected on the date specified in the content.

4.3 Winners will be notified via a phone call or e-mail within 7 days of the selection date.

5. THE PRIZE:

5.1 Participants stand a chance to win an experience to Au Pair in America at **no** cost to them.

This prize will include:

- Free access to the Au Pair USA program (no program fees) – Free application assistance & support – Free attendance to Carla's Au Pairs Training & Orientation Day (South African or Namibian location)– Free Au Pair Orientation Week (online or in New York City) – J1 Visa cost (\$160 at time of print) will be sponsored by Carla's Au Pairs Head Office – Free pre-departure goodie bag - Spending money of \$250 to be spent in first week of arrival in America – Assistance and support right through the au pair year and beyond – Free flights to America & back*

*ALL flights are covered to America and back to South Africa/Namibia on condition of the completion of the full 12-month Au Pair program. If the candidate should come home earlier than 12 months, costs of the flight as well as a cancellation fee as per Carla's Au Pairs Cancellation agreement will be applicable.

5.2 The prize is not transferrable or exchangeable and if not taken up for any reason, may be forfeited or be the subject of a separate draw or be allocated at the Promoter's discretion to another winner.

6. AWARDING OF PRIZE:

6.1 Finalists will be announced on the Carla's Au Pairs social media platforms.

6.2 The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Campaign will not bring the Promoter into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Campaign as determined by the Promoter in its sole discretion. The Promoter reserves the right to withdraw the prize and/or disqualify any participant/winner that may bring the Promoter's brand into disrepute.

6.3 The Promoters may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities.

7. INDEMNITY

7.1 To the extent permitted by the Consumer Protection Act and any other applicable law:

1. The participant and/or winner(s) hereby indemnifies the Promoter, its associated companies (directors, officers and employees) and agents against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion.
2. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

7.2 The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant's identity, age and place of residence) and to reject any participant who has not complied with these Terms and Conditions. Errors and omission may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7.3 Neither Promoter nor its agents or distributors will have any liability in relation to this promotion.

8. CONFIDENTIALITY

8.1 Participants of this campaign are voluntarily providing their personal information to the Promoter, its associated agencies and the third party service providers running the campaign in conjunction with the Promoter. By entering this competition, participants authorize the Promoter to collect, store and use (not share) personal information of participants for communication or statistical purposes. Participants are entitled to decline any marketing communication and inform the Promoter in writing should the participant wish to be removed from all communication.

8.2 By entering this competition, the participant consents that the Promoter may use names and images taken of the winners/participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will

become the sole property of the Promoter. However, the participant/winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter at dream@carlasaupairs.co.za. The written notification is to reach the Promoter by no later than the stipulated draw date.

9. GENERAL

9.1 The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Competition and the prize, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonable deems necessary.

9.2 The onus rests on the participants to check the website/Facebook/Instagram page for updates to the Terms and Conditions.

9.3 No liability shall lie on the Promoter in favour of any participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore the participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.

9.4 The Promoters decision is final, and no correspondence will be entered into.

9.5 Competition queries may be directed to Carla's Au Pairs Head Office – dream@carlasaupairs.co.za.

9.6 This promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram.

9.7 Please note that in addition to these Competition Terms and Conditions, the terms and conditions and rules applicable to Facebook and Instagram apply to this campaign.

9.8 In part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:

1. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
2. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.