

Competition Rules

[13th November 2024 – 8th June 2025] | [89,000 Reasons]

1 Definitions

IN THIS AGREEMENT

- 1.1 **participant** or **you** means the person who enters, competes in or is otherwise eligible to win this competition.
- 1.2 **promoter, we** or **us** means **Mr Price Sport**, a division of Mr Price Group Limited or its agencies used to promote this competition.

2 Duration and who can enter

- 2.1 The start of this competition is the 13th of November 2024 and will end on the 8th of June 2025. The draw will take place in the two weeks post the Comrades Marathon (8th of June 2025) and winners will be notified within or just after those two weeks.
- 2.2 The competition is conducted by the promoter and its third party contractors.
- 2.3 **This competition is only open to legal residents of South Africa aged 18 years or over.**
- 2.4 **If you have recently entered and won one of our competitions within the last six months (calculated from the start date of the previous competition), you may not take part or enter this competition. You will be disqualified from the competition.**
- 2.5 No one who is a director, member, partner, employee, agent of, or consultant of the promoter, or its marketing service provider(s) utilised 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, the promoter (its agents, direct marketing service provider or supplier) or any spouse, life partner, close family member, business partner, or associate of any of such persons, may take part or enter the competition.
- 2.6 Entry into this competition is regarded as acceptance of these rules. If you fail to comply with these rules, you will not be entitled to participate in this competition or you will be disqualified from the competition.

3 How to enter

- 3.1 You must enter through one of the following ways:
- **On your Comrades runner entry profile – By selecting Maxed as your footwear brand of choice to run the Comrades Marathon.**
 - **At the Comrades Durban Expo that runs from the 5th – 7th of June 2025 - Pledge to run your Comrades Marathon in Maxed by completing your details at our activation area through a digital form.**

In order to be eligible for the prize, in addition participants will then need to run the full 89.98 km of the 2025 Comrades Marathon Down Run, for the entire duration of the Comrades Marathon within the allotted time, in a pair of Maxed or Maxed Elite footwear.

- 3.2 You may only enter once.
- 3.3 For an entry to be valid, you must fulfil all the entry requirements set out in these rules.
- 3.4 **We are not liable for any technical failure that may result in an entry not being successfully submitted.**
- 3.5 **Consumer Protection Act.** Under the Consumer Protection Act (CPA), we need to keep records of all the people used to promote the competition. We (or one of our subcontractors or affiliates) will keep this agreement for three years to serve as the record as required by the CPA.

4 The Prize

- 4.1 **Prizes.** You can win R89 000 in cash
- 4.2 **You must have a valid South African delivery address and identity document or temporary/permanent residency permit when claiming a prize.** We will award prizes after the close of the competition within a reasonable time.
- 4.3 Prizes are **not transferable, non-refundable, non-exchangeable** and cannot be redeemed for cash except if such prize consists of cash. To the maximum extent permitted in law, we exclude liability for any defects in the prize. **We may substitute any prize with another prize of similar value.**
- 4.4 **Delivery of the prize.** It is the winners responsibility to supply an invoice with a South African bank confirmation letter in order to receive the cash prize.
- 4.5 **Forfeiture.** If you do not collect your prize within 14 days, you will forfeit it and we may select a new winner.

5 Prize winner selection and publicity

- 5.1 **Choosing a winner.** Runners that have fulfilled all the entry requirements will be collated into a database and within two weeks following the Comrades Marathon a Race Number will be randomly drawn. This race number will allow us to use the Comrades Marathon official photography platform to check that the runner was in fact running and finished the Comrades Marathon in a pair of Maxed or Maxed Elite footwear. If that person is found to have run in Maxed or Maxed Elite they will be awarded the cash prize of R89,000. If the runner is found to not be wearing Maxed or Maxed Elite footwear, a new race number will be randomly drawn until a winner is found.
- 5.2 **How will you know if you have won.** We will contact each winner by means of the contact details you provide. We will attempt to contact winners three times during a 72-hour period. If we cannot contact the winner during this period, the winner will forfeit the prize and we reserve the right to re-draw a new winner under the same conditions. Winners who have not given us the correct details will forfeit the prize.
- 5.3 Before the winners are announced we reserve the right to call for more information about the potential winners to verify the content and information provided. We may refuse to award the prizes to the winners if there is suspicion of any irregularities or fraudulent activities.
- 5.4 **We may ask winners to take part in publicity connected to this competition.** Winners grant permission for us to use their names and photographs in any advertising and promotional material for this competition. You may ask us to remove your name or refuse to take part in any publicity. You will not receive any payment for entering the competition or participating in any media format related to it.
- 5.5 **Contact.** If you have a question about the competition, please email bfriedman@mrpricesport.com

6 Dispute resolution

- 6.1 **Arbitration.** If there is any dispute, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations.
- 6.2 **CPA dispute resolution.** Despite the arbitration clause above, any party may use other dispute resolution channels that the CPA or other law provides.
- 6.3 **Severability.** This clause is separate and divisible from the rest of this agreement and stays effective even if this agreement ends or is invalid.

7 General

- 7.1 **The competition is in no way sponsored, endorsed, or administered by, or associated with Comrades Marathon Association. You release Comrades Marathon Association of all liability for any damage you may suffer. You will be giving information to us and not to Comrades Marathon Association.**
- 7.2 **No liability. By taking part in this competition, you agree that you will not hold us liable for any losses, harm, damages, injury, claims or actions related to this competition.**
- 7.3 **Force majeure.** We will not be responsible for any breach of these competition rules caused by circumstances beyond our control.
- 7.4 **Use of personal information.** Participants understand and agree that in order to offer the competition, the promoter must collect and process personal information about them. We will not sell personal information about individuals to third parties. We may, however, disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as the law requires. You can read more about how we process personal information in our privacy policy [<https://www.mrpricegroup.com/privacy-policy-2/>].
- 7.5 By entering this competition, you warrant that the information submitted by you does not and will not violate any right of any third party, including copyright, trademark, privacy or any other personal or proprietary right.
- 7.6 We reserve the right to change or cancel this competition prior to selecting a winner. These rules, including the duration of the competition, can only be reasonably changed (or superseded) by us in a written revision to these rules posted on the competition website or any other official competition communication methods we use to reach a majority of potential participants.
- 7.7 Income or other taxes relating to the prizes, if any, are the sole responsibility of the prize winner.
- 7.8 The competition is conducted under the laws of the Republic of South Africa.
- 7.9 Any provision of these rules or the competition which is held to be invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.
- 7.10 If we need to, because of legislative or regulatory reasons, we may terminate the competition immediately and without notice. In the event of such cancellation all participants indemnify Mr Price Group from claims as a result thereof.