

The Free Press of Namibia's (t/a The Namibian) and Desert Radio's General Competition Terms & Conditions

1. These terms and conditions apply to all competitions featured in any publications and online services that are organized by The Namibian and Desert Radio.
2. By entering a competition, entrants accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned in any electronic messages, or on the website, or communicated to entrants in any other way ("competition information"). Such competition information shall prevail in the event of there being any inconsistency between these competition terms and conditions and any competition information.
3. The Namibian and Desert Radio may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.

Competition Entry

1. The competition is open to all residents of the Namibia. There is no minimum age limit unless specified otherwise in the competition information. However, entrants under the age of 18 must insert contact details of a parent or guardian when entering. Employees and members of their immediate families (including any live-in partner or household member) of any of the following may not enter:
 - The Namibian
 - Desert Radio
 - WordPress Namibia
 - Companies sharing common directors with Free Press Namibia;
 - Any company involved in the organization, management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries;
 - Any company involved in any capacity in the sponsorship of a competition or competition prize.
2. Where an entrant requires the details of his/her parent/guardian to be entered onto the entry forms, The Namibian and Desert Radio may ask for proof of age and in all competitions evidence to verify the identity of that entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.



3. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.
4. Any limit on the number of entries a person or household may make will be clearly stated in the competition information. Entries received that exceed this limit will be invalid and will not be entered into the competition.
5. Entry to the competition may only be made through the applicable method(s) indicated in the competition information. Not all of the following methods of entry may be available for entry to each competition. The following terms and conditions will apply where the method is indicated as being available in the competition information. Where entrants pay an entry fee, they must have the permission of the bill payer before entering; otherwise, the entry will be invalid.

(a) Text ("SMS") entry

Where specified in the competition information as an available method of entry to the competition, SMS entrants are required to send a text to the short code or number as indicated in the competition information. Texts received by The Namibian and Desert Radio will be charged at the standard operator rate, which will vary depending on the entrant's mobile network provider. When a text message is received from The Namibian, sent to the same mobile phone from which the answer was sent, acknowledging receipt of the entry (a "Text Acknowledgement"), this will result in the entrant being charged the charge stated in the competition information. Please check with the relevant mobile network provider what standard network charge will apply. In the event that the entrant has insufficient funds, credits or capacity on their handset (as applicable) for the Text Acknowledgement to be successfully sent by The Namibian or Desert Radio and received by the entrant within 72 hours of the original entry being received by The Namibian or Desert Radio, the relevant entry will be deemed ineligible and will not be accepted.

Entries sent by text message which are received after the stated competition closing time will be invalid and will not be entered into the competition. If a text message entry is received by DMS after the stated competition closing time, the entrant will receive a free text message from DMS informing them that their entry was received late and was not therefore entered into the competition; however, the entrant will not be entitled to a refund of the standard network charge imposed by the entrant's mobile network when they entered the competition by text message.

SMS entries received after the notified competition closing time will not be valid. The Namibian and Desert Radio accept no liability for any SMS entry charges incurred regardless of whether the entry is received before the competition closing time. SMS entrants may opt out of receiving any marketing messages in the confirmation message.

(b) Text (social media and website, i.e., Facebook, Instagram, Twitter, YouTube, TikTok, WhatsOn)



Where specified in the competition information as the method of entry, entrants are required to respond via the link provided in the "competition information". Further, all relevant rules mentioned in 5 (a) are applicable to this method of entry.

6. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by The Namibian or Desert Radio will be void.
7. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable), or the operation of any part of the competition (in the case of postal entries, a postal strike for example), network or phone system, the decision of The Namibian and Desert Radio shall be final and no correspondence will be entered into.
8. The Namibian will not be liable to reimburse expenses incurred in making an entry in any competition. Where The Namibian and Desert Radio decide in its sole discretion that an entrant is eligible for a refund, eligibility for refunds will be notified to relevant entrants. The Namibian reserves the right to refuse to refund any messages where it suspects dishonest or fraudulent conduct on the sender's part or where the entrant has not complied with the rules of the competition.

Prizes

1. The prize is as specified in the "competition information".
2. Where the winner is required to speak for the purposes of a film or video production, they must appear to be able to communicate clearly and appropriately for the production in question. The Namibian and Desert Radio reserve the right to select an alternative winner in the event that these requirements are not met.
3. The process for determining the winner of the prize is as indicated in the competition information. Where the winner is randomly selected from all correct and valid entries, the draw for the winner will take place within 7 days of the date on which the competition closes.
4. The Namibian reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.
5. In relation to all competitions, the first name and surname of the winner may be published by The Namibian and Desert Radio and entrants grant to The Namibian a non-exclusive license to use and publish their entry in any media (print, digital and broadcast) for the purpose of announcing the winner.

Standard terms

1. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, The Namibian and Desert Radio shall be entitled at their sole discretion to disqualify such entrant, without any further liability to such entrant. In these circumstances, any prize(s) won by the entrant may



be forfeited and The Namibian reserves the right to reclaim any prize(s) already distributed to the entrant. Any entrant must comply with any directions given to him or her by The Namibian and Desert Radio, including but not limited to any and all relevant laws, rules and applicable regulatory codes.

2. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.



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