

Ster-Kinekor Competition (“COMPETITION”)

TERMS AND CONDITIONS

The Competition, is subject to these Terms and Conditions (“T’s and C’s”), as may be amended from time to time. Please read the T’s and C’s carefully and pay special attention to all the terms printed in bold.

1. PROMOTER

1.1 Excellerate Brand Management (Pty) Ltd (“EBM”) and K2012150042 (South Africa) (Pty) Ltd (registration number: 2012/150042/07), the entity owning Cavendish Square, together are the Promoters of this competition (collectively referred to as “the Promoters”).

1.2 The Promoters will make final and binding decisions in respect of all matters relating to the results of the Competition, including any disputes relating to the Competition and shall not be obliged to provide reasons for any decisions so taken.

1.3 The Promoters reserve the right to amend, modify and/or change the T's and C's at any time and will make the amended T's and C's available as set out in 5.1 below.

2. COMPETITION RULES

2.1 The Competition is open to all residents and citizens of South African (**“Participant(s)”**) who are in possession of a valid identity document or valid passport, except for any director, member, partner, employee, agent, consultant, and tenant of the Promoters, the marketing service providers and/or any person who directly or indirectly controls or is controlled by the Promoters, including their spouses, life partners, business partners or immediate family members. A minor who enters the competition undertakes that he/she does so with his/her parent’s/legal guardian’s consent.

2.2 The Competition runs from **09h00 on 10 September 2019** and closes at **17h00 on 16 September 2019 2019 (“Competition Period”)**. The Promoters reserve the right to amend, modify, change, postpone, suspend or cancel this Competition and/or Prize or any aspect thereof, at any time and for whatsoever reason without further notice.

2.3 Any entry by a Participant is subject to these T’s and C’s and by entering this Competition, all Participants agree to be bound by them.

2.4 To enter the Competition, a Participant will be required to comply with the following T’s and C’s:–

2.4.1 visit the Cavendish Square’s Facebook Page;

2.4.2 navigate to the Ster-Kinekor Competition Post pinned to the top of the Facebook Page;

2.4.3 respond to the question posted in the Competition post, that is, Participants are to “Enter by sharing your Angry Birds ‘GIF’ in the comment section of the post”

2.5 Participants may only enter once during the Competition Period.

2.6 Any Participant who has entered a Competition run by the Promoters for a period of 6 (six months) immediately prior to this Competition will be precluded from entering. Should such a Participant enter and win this Competition, they shall be disqualified.

3. PRIZES

3.1 There is 4 (four) Ster-Kinekor movie tickets to be won. The prize is to the value of R470.00 (four-hundred and seventy rand).

3.2 The Winner of the Prize will be determined by means of a random draw from all the entries received over the Competition period. The draw will be overseen by an independent auditor. The draw will take place **on 17 September 2019**.

3.3 Once the Competition Period has expired and the draw has taken place, the Promoters will use all reasonable efforts between when the Competition ends and the Announcement Date to contact the Winners. The Winners will be contacted during working hours (08:00 – 17:00) *via* Facebook or Facebook Messenger.

3.4 The Winner will be announced on by no later than **17h00 on 17 September 2019** (“The Announcement Date”) on Facebook. The Winner will be requested to collect the Prize from Cavendish Square’s Management Offices between office hours (Monday – Friday from 08h00 to 16h00 excluding public holidays). The Winner will be requested to verify their identity by presenting a valid South African Identification Document.

3.5 If the Winner fails to collect the Prize from the Promoters by **16h00 on 17 October 2019**, that Winner will forfeit the Prize and a further random drawing will be conducted by the Promoters to determine another Winner. That Winner will also be contacted by the Promoters *via* Facebook or Facebook Messenger as soon as reasonably practicable.

3.6 The Prize is not transferable and the Prize will not be changed or deferred for any reason whatsoever.

4. PUBLICITY AND DATA PRIVACY:

4.1 By entering, a Participant acknowledges and gives express consent on entry that personal information, including without limitation, name, age, address

(including postcode), telephone number and/or email address (“Personal Data”) will be used in connection with the Competition and will be shared with the Promoters and their agents to the extent necessary to conduct the Competition.

4.2 All Personal Data relating to the Participants will be used solely in accordance with the Consumer Protection Act 68 of 2008, the data protection legislation, and will not be disclosed to any third party, except for the purpose of the Competition where applicable unless the Participants gave their express consent to this on entry.

5. GENERAL:

5.1 For the duration of the Competition Period, a copy of these T’s and C’s can, at no cost:

5.1.1 be found on the following www.cavendish.co.za; or

5.1.2 be obtained from Cavendish Square management during week day office hours from 08h00 to 16h00; or

5.1.3 be found on the Cavendish Square Facebook page.

5.2 The winner may be requested to be photographed for promotional purposes. Images may be published on Cavendish Square’s Facebook page and website page as well as community newspapers and shopping centre retail industry publications. No fees will be payable in this regard. The winner will be given the opportunity to decline the publication of their images.

5.3 The Promoters do not make any representations or give any warranties, whether express or implicit, that the Participant’s participation in this Competition will necessarily result in the Participant winning a Prize.

5.4 This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or any other Social Network. Information provided is done so solely to the Promoters and not to any other party.

5.5 To the extent permissible in law, the Promoters are not responsible and cannot be held liable for any accident, injury, harm, death, loss or damages of whatsoever nature, howsoever arising, as a result of the Participant’s participation in the Competition.

5.6 To the fullest extent permitted in law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoters, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from their participation in the Competition, any

Competition-related activity and/or acceptance, receipt, possession or use/misuse of any Prize awarded.

5.7 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.

5.8 These T's and C's will be construed, interpreted and enforced in terms of South African law.

5.9 Any questions, comments or complaints regarding the Competition can be directed to the Promoters at 021 657 5600.