

Opting for the Upside (“COMPETITION”)

COMPETITION TERMS & CONDITIONS (“T’s & C’s”)

Date these T’s and Cs were first published: **1 September 2024**

Date these T’s and Cs were last changed: **N/A**

These T’s & C’s, as may be amended from time to time, explain your rights and duties in respect of the Competition. If you take part in this Competition and/or accept any prize, these T’s and C’s will apply to you. Please read the T’s and C’s carefully and pay special attention to all the terms printed in bold.

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| 1. | Competition name: | Opting for the Upside Competition |
| 2. | Promoter’s details: | This Competition is conducted and organized by Sammy Marks Square (“Centre”), offered by Redefine Properties Limited (Registration Number: 1999/018591/06) (“ Landlord ”) and sponsored by Redefine Properties (“ Sponsors ”), in these T’s & C’s, we refer to the above promoter(s) as “the Landlord” and the entrants as “the Participant(s)” or “you.” |
| IMPORTANT INFORMATION | | |
| 3. | Eligibility: Who may enter the Competition?” | <p>To enter the Competition a participant must be in possession of a valid South African identity document or passport (“Participant”). No Minors are allowed to enter the Competition.</p> <p>A Participant must have access to Facebook account and have access to the internet. Participants are advised that standard cellular or data rates apply.</p> <p>Type of Competition:</p> <p>On-site <input type="checkbox"/></p> <p>Digital <input checked="" type="checkbox"/></p> |
| 4. | Who cannot enter the Competition? | The Competition may not be entered into by any director, member, partner, employee, agent, consultant, tenant of the Landlord at the Mall, the marketing service providers and/or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members. |
| 5. | Competition Period: | The Competition will run from 1 September – 27 September 2024 (“ Competition Period ”). Any entries received after a Competition Period will not be taken into consideration. |
| 6. | How to enter? | <p>To enter the Competition, a Participant will be required, for the duration of the Competition Period to:</p> <ol style="list-style-type: none"> I. Visit the Facebook page: https://www.facebook.com/SammyMarkSquare II. Follow the Page, III. Locate the Competition post (“Post”) IV. Share how they opted for the upside when life was on a downward spiral. V. Post the story in the comment section. |

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| | | <p>Upon compliance with (I) – (V) above a Participants will automatically be deemed to have entered the Competition.</p> <p>The Landlord in its sole and absolute discretion, reserves the right to disqualify and immediately remove any Entry that fails to meet the aforementioned criteria, is offensive and/or is not related to the purpose of the Competition.</p> <p>There are no additional charges for participating in the Competition however, standard data costs apply as per the Participant’s service provider and existing price plan for data usage with regards to uploading his/her Entry.</p> |
| 7. | Limitation on entries | A Participant may enter only once during the Competition Period. |
| 8. | How will the Winner/s be selected? | The winner will be selected through a random electronic draw. |
| 9. | Winner announced on | The Winner(s) for the Competition will be selected on Monday 30 September 2024. |
| 10. | The prizes | <p>The winner(s) for Opting for the Upside shall receive the following prize (“Prize”):</p> <p>5X R500 vouchers</p> <p>Note that the prize is not transferable and will not be changed, deferred, or exchanged for cash for any reason whatsoever. Prizes are only valid for the duration stipulated on each voucher. The Prizes are courtesy of the Landlord and subject to the terms and conditions that may be imposed by the Landlord from time to time.</p> |
| 11. | How will the Winner/s be informed? | <p>The Landlord will use all reasonable efforts to contact the Winner during trading hours between 9am – 5pm (“Trading Hours”) telephonically.</p> <p>If the Landlord is unable to contact or reach the Winner within 7 (Seven) days of having announced the Winner, the Entry by that person will be disqualified. The Landlord will be entitled to select another Winner thereafter randomly. That Winner will also be contacted telephonically, as soon as reasonably practicable.</p> |
| 12. | Upliftment of prizes | <p>Once the Winner has been announced, the winner must: (i) appear in person; and (ii) be able to furnish a copy of his/her identity document or valid passport upon upliftment of the Prize.</p> <p>The Winner acknowledges and accepts that s/he will be required to complete a waiver before the prize can be handed over. The Landlord reserves the right to withhold the Prize until the Winner completes same.</p> |
| 13. | Deadline for claiming Prizes | If the Prize Winner does not collect the Prize within 14 (Fourteen) days of being informed that he/she has won, the Winner shall be deemed to have automatically forfeited the Prize. Then another winner will be randomly selected using the automated selection process. |
| 14. | Data usage and Privacy policy | <p>Participants are fully aware that in order for the Landlord to offer the Competition, the Landlord may collect and use personal information of the Participants.</p> <p>The personal information may include but is in no way limited to a Participant’s:</p> <ol style="list-style-type: none"> First name and surname. Physical address. |

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| | | <ul style="list-style-type: none"> c. Email address. d. Mobile number; and/or e. Images/ photographs. <p>Personal information which a Participant provides to the Landlord and the Participating Merchants when entering the Competition, may, subject to prevailing law, be used for future marketing activity by the Landlord and/or the Participating Merchants, unless the Participant duly notifies the Landlord and/or the Participating Merchants that he/she wishes to opt-out of receiving such marketing communications. The Landlord and the Participating Merchants warrant that the personal information will be treated in a confidential manner and will not be shared with any unauthorised third parties. The Landlord and the Participating Merchants will disclose personal information only if required to do so by law.</p> |
| 15. | The platform where these T's & C's can be found: | <p>For the duration of the Competition Period, a copy of these T's and C's can, at no cost -</p> <ul style="list-style-type: none"> i. be found on the Centre's i. Facebook page on: https://www.facebook.com/SammyMarkSquare |
| 16. | General terms | <ul style="list-style-type: none"> i. The Landlord reserves the right to terminate the Competition with immediate effect before the end of the Competition Period at any time, if deemed necessary in its sole discretion or if circumstances arise outside of its control. No Participant will have any claim against the Landlord for such a termination. ii. The Landlord shall not be responsible for any loss or misdirected entries, including but not limited to entries that were not received due to any failure of hardware, software, or other computer or technical systems affecting participating in the Competition. iii. Participation in the Competition constitutes automatic acceptance of the T's and Cs contained herein and the Participant agrees to abide by the T's and C's. iv. All Winners in respect of the Competition may be requested to be photographed so that their photographs may be used for future promotional purposes in relation to the Mall and Participating Merchants promoting platforms. Promoting platforms will include Facebook pages, website pages and shopping centre retail industry publications. No fees will be payable in this regard. The Winners will be given the opportunity to decline the publication of their images. v. The Landlord does 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 or that the aforesaid Prizes will meet the Participant's unique requirements, preferences, standards, or expectations. vi. To the extent permissible in law, the Landlord is 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 this Competition, unless the Landlord acted fraudulently or with gross negligence. |

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| | | <p>vii. Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p>viii. These T's and C's will be construed, interpreted, and enforced in terms of South African law.</p> <p>ix. The Landlord will make a final and binding decision in respect of all matters relating to the results, qualifiers and disputes relating to the Competition, and no correspondence will be entered into.</p> |
| 17. | Amendment of T's and C's | If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice. |
| 18. | Marketing Communication | <p>As stated in the Tc's and C's, the Participant agrees that by participating in the Competition, and by completing the Entry Form and indemnity respectively, they grant consent to the Landlord to retain their contact details on its database for purposes of receiving Marketing Information.</p> <p>Should the Participant, prefer not to receive Marketing Information, and does not prefer to have their contact details retained by the Landlord, they may tick the box below and/or notify the Landlord by contacting the Landlord on 081 488 3461 or email</p> <p><i>Tick this box if you do <u>NOT</u> CONSENT to receive Marketing Information.</i></p> <div style="text-align: center;"> <input type="checkbox"/> </div> <p>Should the Participant have granted consent, and soon thereafter prefers not to receive Marketing Information, the Participant may contact the Landlord on the contact details.</p> |
| 19. | Any questions, comments or complaints regarding the Competition are to be directed to: | <p>Name: Sandy Mabena, Marketing Manager Telephone: 081 488 3461 Email: SandyM@redefine.co.za</p> |