

THE BATTLE OF THE CHOIRS COMPETITION (“COMPETITION”)

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

Date these T’s and C’s were first published: **2 May 2024**

Date these T’s and C’s 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.

1.	Competition name:	The Battle of the Choirs Competition
2.	Promoter’s details:	This Competition is conducted and organized by Sammy Mark Square Shopping Mall (“Mall”) sponsored by Sammy Marks Square, (“Sponsor”) and offered by Redefine Retail (Pty) Ltd (Registration Number: 2012/079189/07) (“Landlord”). 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.	<u>Eligibility:</u> Who may enter the Competition?”	To enter the Competition, a Participants must reside in Pretoria and surrounding areas and be in possession of a valid South African identity document or passport. If the Participant is younger than 18 years old, the Participant must be able to show consent by a guardian or parent and be accompanied by such guardian or parent, if the Participant receives a prize.
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 2 – 16 May 2024 (“ Competition Period ”). Any entries received after a Competition Period will not be taken into consideration.
6.	How to enter?	To enter the Competition, Participants will be required, for the duration of the Competition Period to: a. visit the Centres Facebook and/or Instagram page on: b. https://www.facebook.com/SammyMarksSquare c. navigate your way through the Social Page/s to locate the Competition post (“ Post ”);

		<p>d. choirs <u>(with a minimum of 4 and maximum of 30 members)</u> –will be required to record a 1-minute video showcasing their talent by singing a song of their choice ;</p> <p>e. choirs will then be required to post their video on a dedicated Facebook post;</p> <p>f. follow the prompts to submit the video (“Entry”);</p> <p>g. all entry videos will be vetted, and 12 top choirs will be selected for the first round and posted on the Centres’ Facebook page for shoppers to vote;</p> <p>h. the second round will be the top 6 choirs with most votes on our Facebook post will compete in the finale, which will be conducted at <u>Sammy Marks Square and the votes will be based on the reactions received from the audience-</u></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>Upon compliance with (I) – (VII) above a Participants will automatically be deemed to have entered the Competition. There are no additional charges for participating in the Competition.</p>
7.	Limitation on entries	A Participant may only enter the competition once .
8.	How will the Winner/s be selected?	Upon selected top 6 choirs ,appointed judges will select the 3 (three) winners. This selection process will be overseen by an independent auditor.
9.	Winner announced on	The Winner to be selected on the day of the finale and announced by judges dated 22 June 2024
10.	The prizes	<p>I. Winning choir shall receive one of the following prize (“Prize”):</p> <p>a. 1st prize – R30 000 (Thirty Thousand Rands) ;</p>

		<p>b. 2nd prize – R15 000 (Fifteen Thousand Rands);</p> <p>c. 3rd prize – R10 000 (Ten Thousand Rands)</p> <p>NB: Prizes are to be paid to the winners bank account and verification of account will be required; ie winners identity documents and proof of account from relevant bank.</p> <p>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> <p>None of the prizes are transferable and will not be changed, deferred or exchanged for cash for any reason whatsoever.</p>
11.	How will the Winner/s be informed?	<p>The winners will be announced on site (“centre”) on day of finale by selected judges.</p> <p>If the Landlord is unable to contact or reach the Winner within 14 (Fourteen) days of having announced the Winners, the Entry by that Participant will be disqualified. The Landlord will be entitled to thereafter select another winner.</p>
12.	Upliftment of prizes	<p>Once the Winners has been announced, prizes will be paid to winners bank account upon verification of accounts have been meet.</p> <p>The Winner/s 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	<p>If the Winner does not provide the necessary documents for verification of account within 14 (Fourteen) days of being informed that he/she has won, the Competition shall end without the Landlord awarding the Prize.</p>
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. 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; Email address; Mobile number; and/or Images/ photographs.

		<p>Personal information which a Participant provides to the Landlord when entering the Competition, may, subject to prevailing law, be used for future marketing activity by the Landlord, unless the Participant duly notifies the Landlord that he/she wishes to opt out of receiving such marketing communications. The Landlord warrants that the personal information will be treated in a confidential manner and will not be shared with any unauthorised third parties. The Landlord will disclose the personal information only if required to do so by law.</p>
15.	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 – Centres Website: https://sammymarks.co.za/</p>
16.	General terms	<p>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.</p> <p>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.</p> <p>III. Participation in the Competition constitutes automatic acceptance of the T's and C's contained herein and the Participant agrees to abide by the T's and C's.</p> <p>IV. Winners may not win any Mall Competition more than once in a 30-day period. Any winners drawn who have won in the last 30 days will be disqualified from any such Competition and another winner will be drawn.</p> <p>V. 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. Promoting platforms will include the Mall Facebook page, TikTok page, Instagram page, website page 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.</p> <p>VI. The Landlord does not make any representations or give any warranties, whether express or</p>

		<p>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.</p> <p>VII. 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.</p> <p>VIII. Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p>IX. These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p>X. 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>
<p>17.</p>	<p>Amendment of T's and C's</p>	<p>If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice.</p>
<p>18.</p>	<p>Marketing Communication</p>	<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 at 010 036 2282 or emailing SandyM@redefine.co.za</p> <p>Tick this box if you do NOT CONSENT to receive Marketing Information.</p> <p><input type="checkbox"/></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.
18.	Any questions, comments or complaints regarding the Competition are to be directed to:	Name : Sandy Mabena Telephone : 0814883461 Email : SandyM@redefine.co.za