

HAPPINESS IS OUR HERITAGE (“COMPETITION”)

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

Date these T’s and C’s were first published: 15 September 2023

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:	Happiness Is Our Heritage
2.	Promoter’s details:	This Competition is conducted and organized by Matlosana Mall (“ Mall ”) and offered by Redefine Retail Proprietary Limited (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.	Eligibility: Who may enter the Competition?”	To enter the Competition, a Participant must be 18 years or older, be in possession of a valid South African identity document or passport. Furthermore, a Participant needs to be in possession of an internet enabled device (Device) such as a cellular phone, tablet and/or laptop.
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 15 September 2023 until 30 September 2023 (“ Competition Period ”). Any entries received after a Competition Period will not be taken into consideration.
6.	How to enter?	To enter the Competition, a Participant will be required, for the duration of the Competition Period to to: I. visit the Mall’s Facebook page on: https://www.facebook.com/matlosanamall/ (“ Facebook Page ”); II. navigate your way through the Facebook Page to locate the Competition post (“ Post ”); and

		<p>III. follow the Competition prompts on the Post and submit your entry ("Entry").</p> <p>Upon compliance with (I- III) above, a Participant will automatically be deemed to have entered the Competition. There are no additional charges for participating in the Competition. Standard data costs apply as per the Participant's service provider and existing price plan for data usage.</p>
7.	Limitation on entries	A Participant may enter as many times as s/he wishes during the Competition Period and can only win once per draw.
8.	How will the Winner/s be selected?	Upon the expiry of the Competition Period, the Landlord will select 2 (two) Participants with the most Facebook votes as winners (" Winner ").
9.	Winner announced on	The Winners will be announced on the Facebook Page mentioned in Item 6 by no later than 2 October 2023 or at any such date the Landlord deems fit.
10.	The prizes	<p>Each Winner shall receive a R 500 (Five Hundred Rand) voucher ("Prize") to be spent at the Mall. The Prize is 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 Landlord will use all reasonable efforts to contact the Winner through his/her Facebook account, using direct messenger ("Messenger"); or his/her Instagram account; or SMS text message during trading hours.</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 person will be disqualified and a further random drawing will be conducted by the Landlord to determine another Winner. That Winner will also be contacted through Messenger, as soon as reasonably practicable.</p>
12.	Upliftment of prizes	<p>Once the Winners have been announced, the Winners must make their way to the Mall Centre Management Office to collect their Prize during trading hours on or before 9 October 2023.</p> <p>The Winners 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. The Winner acknowledges and accepts that they 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 Winner does not collect the Prize before 9 October 2023, the Competition shall end without the Landlord awarding the Prize.

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> <ul style="list-style-type: none"> a. First name and surname; b. Physical address; c. Email address; d. Mobile number; and/or e. 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 -</p> <ul style="list-style-type: none"> I. be found on the following website: https://www.facebook.com/matlosanamall/
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 C's contained herein and the Participant agrees to abide by the T's and C's. 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. 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's Facebook Page, website page and shopping centre retail industry publications. No fees will be

		<p>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 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>
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.	Any questions, comments or complaints regarding the Competition are to be directed to:	<p>Name : Alternative Income and Marketing Manager</p> <p>Telephone : 018 487 6346</p> <p>Email : ninettev@redefine.co.za</p>