

COMPETITION RULES

Competition rules of Somerset Mall competition to stand a chance of winning to stand a chance of winning a R3000 Somerset Mall Gift Card as part of the Somerset Mall Gift Guide Competition (December 2020).

This competition is undertaken by Hyprop Investments Limited (registration number: 1987/05284/06) and Somerset Mall (collectively referred to as the “Promoter”). These rules are the official rules of the competition (“Competition Rules”). The Competition Rules will govern and apply to this competition. Please take note of and review these Competition Rules. By your participation in the competition, you agree that these Competition Rules will govern all aspects of your relationship with the competition, the agents or advisors and sponsors connected to the competition and the Promoter. The competition rules can only be modified or amended by the Promoter (in its reasonable discretion) in a written revision of these rules posted on the Somerset Mall’s website or by way of any other official competition communication procedures in order to reach as wide a participating audience as is reasonably possible in the circumstances.

1. Eligibility and Participation

- 1.1 The competition is organised and undertaken by the Promoter.
- 1.2 Any person who is a director, business partner, permanent/casual employee or agent of or consultant to the Promoter or any of their immediate families, including spouses, life partners, parents, children, brothers or sisters or a past permanent/casual employee who has resigned within 6 months of the competition draw or any tenants or their permanent/casual employees in Somerset Mall or any other person who directly or indirectly controls or is controlled by the Promoter is not eligible to participate in this competition.
- 1.3 Any person who is a supplier of goods or services in connection with this competition is not eligible to participate in this competition.
- 1.4 Any person who has won a competition run by the Promoter in the past 3 (three) months, is not eligible to participate in this competition.
- 1.5 This competition is only open to people who reside in Cape Town and are over 18 years of age. Proof of identity must be provided in the form of an identity document/card, passport or birth certificate.
- 1.6 A copy of the Competition Rules is available upon request via email, on the Somerset Mall website, housed on the ‘Gifting guide on a budget’ blog page (<https://somersestmall.co.za/blogs/blog/gift-guide>), or from the Centre Management Office between 9am – 7pm Monday – Saturday and 9am – 5pm Sundays. (Centre Management, Intersection R44 & N2, Centenary Drive, Somerset West, 7129)

2. Entries and Closing Date

- 2.1 The competition will run from 9-25 December 2020
- 2.2 To enter the competition participants must follow these steps:
To enter online, participants must complete the digital entry form, located on the Somerset Mall website (<https://somersestmall.co.za/blogs/blog/gift-guide>), with their credentials and accept the Terms & Conditions, and submit their entry.
- 2.3 Participants are limited to one entry by unique email address and phone number.
- 2.4 The Promoter does not accept any responsibility for any entries that are lost, damaged or delayed.
- 2.5 Only entries which are displayed on the Promoter’s records will be deemed to be the only successful entries in this competition.
- 2.6 The closing date and time for this competition is 25 December 2020 at 23:59pm. No late entries will be accepted.

3. Prize

- 3.1 The prize consists of a R3000 Somerset Mall Gift Card. If more than one prize is awarded only one prize per participant will be awarded.
- 3.2 The prize is not transferable and cannot be exchanged for cash.
- 3.3 The winners will be drawn by 31 January 2021.

- 3.4 The winner(s) will be notified via email or telephonically within 24 hours of the draw. If a winner is unable to accept the prize or in the event that the Promoter is unable to successfully contact the prize winner and receive a response the Promoter reserves the right to draw the prize again.
- 3.5 Upon being notified by the Promoter, all finalists and/or winners will be required to provide their South African identity number or passport number via email to the Promoter. On the winner being notified by the Promoter that they have won the prize, such winner shall be obliged to produce their South African identity book/card, passport or birth certificate and provide the Promoter with a copy thereof when collecting their prize in order to enable the Promoter to identify the prize winner. All participants hereby consent to the Promoter processing their personal information in accordance with the applicable privacy laws in South Africa for the purposes of participating in this competition.
- 3.6 The Promoter reserves the right to substitute a prize of equal or greater value if the original prize is unavailable.
- 3.7 The prize winners will be required to personally collect the prize (proof of identification must be presented upon collection) from the Centre Management Office at Somerset Mall between 9am – 7pm Monday – Saturday and 9am – 5pm Sundays.
- 3.8 The Promoter is not responsible for any damage to the prize on signature of receipt by the prize winners.
- 3.9 All risk and liability pertaining to the prize shall pass to the winners on signature of receipt by the prize winner/s.
- 3.10 The winners hereby agrees to indemnify the Promoter, its directors, its agents, permanent/casual employees (permanent/casual), its affiliates, its advertising agencies, its suppliers, its consultants or its advisors and holds the Promoter, its directors, its agents, permanent/casual employees, its affiliates, its advertising agencies, its suppliers, its consultants or its advisors harmless against all and any claims as a result of any defective or damaged prize awarded to any winners.

4. **Selection of the Prize Winners**

- 4.1 The winners will be selected by means of a third-party randomizer
- 4.2 The winners will be notified via email or telephonically.
- 4.3 The prize winner/s agree to be named on social media and to participate in any and all advertising, promotion and/or other commercial activities relating to the prize draw and such prize winner/s hereby consent and agree that their photograph, image, likeness and/or voice may be used by the Promoter in all related promotional activity without any rights of prior approval or inspection of the prize winner/s.

5. **General**

- 5.1 The judge’s decision is final and no correspondence will be entered into.
- 5.2 The Promoter reserves the right to cancel or alter any aspect of the competition or the Competition Rules at any time in the Promoter’s sole discretion and without any liability.
- 5.3 If a participant contravenes these Competition Rules, the participant may, in the Promoter’s sole discretion, be disqualified.
- 5.4 The Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors shall not be liable for any claim for any loss, damage or injury arising or suffered by any person entering this competition in any manner whatsoever including, but not limited to, personal injury or death, or any harm caused to any participant, or for damage, loss or destruction of any property of any participant arising from negligence by the Promoter , its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors (other than gross negligence by the Promoter , its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors).
- 5.5 Income taxes relating to the prizes (if any) are the sole responsibility of the prize winners.
- 5.6 The participants in this competition are aware and agree that in order for the Promoter to conduct this competition, the Promoter must collect and use the personal information obtained from the participants.

- 5.7 Any person who participates in this competition shall be deemed to have accepted the Competition Rules and agrees to be bound by them.
- 5.8 The laws of the Republic of South Africa shall govern this competition.

6. **Data Protection**

- 6.1 By submitting an entry into this competition, participants are sending their personal information to the Promoter who will at all times process their personal information in accordance with the Protection of Personal Information Act, 4 of 2013 (“**POPIA**”). All information will be treated in accordance with the Promoter’s Privacy Policy available at <https://www.somersetmall.co.za/privacy-policy> (“**Privacy Policy**”).
- 6.2 By entering the competition, participants hereby agree to the Promoter’s Privacy Policy.
- 6.3 By entering the competition, participants agree to the Promoter sending them e-newsletter communications.
- 6.4 Where participants have consented to receiving marketing materials from sponsors of prize draws, participants understand that their personal information will be treated in accordance with the sponsor’s privacy policy (not the Promoter’s) and that it is the sponsor who is responsible for ensuring that the participant’s personal information is treated in accordance with POPIA. Should participants have any queries or complaints in relation to a sponsor’s treatment of their personal information, the participant must refer that complaint directly to the sponsor.