

## SIGN UP AND WIN COMPETITION (“COMPETITION”)

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

Date these T’s and Cs were first published: 14 May 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.

<b>1.</b>	<b>Competition name:</b>	Sign Up and Win Kwena Square
<b>2.</b>	<b>Promoter’s details:</b>	This Competition is conducted and organized by Kwena Square Mall (“ <b>Mall</b> ”), offered by Redefine Properties Limited (Registration Number: 1999/018591/06) (“ <b>Landlord</b> ”) and sponsored by Krispy Kreme. 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.”
<b>IMPORTANT INFORMATION</b>		
<b>3.</b>	<b><u>Eligibility:</u> Who may enter the Competition?”</b>	To enter the Competition a participant must be in possession of a valid South African identity document or passport (“ <b>Participant</b> ”). No Minors are allowed to enter the Competition.
<b>4.</b>	<b>Who cannot enter the Competition?</b>	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.
<b>5.</b>	<b>Competition Period:</b>	The Rate and Review competition will run from 24 May –31 May 2024 on the Kwena Square Website. (“ <b>Competition Period</b> ”)  <b>Please be advised that the Competition will only take place on the Competition Period and any participation outside of the Competition Period will not be taken into consideration.</b>
<b>6.</b>	<b>How to enter?</b>	To enter the Sign- up and win Competition, a Participant will be required, for the duration of the Competition Period to:  i. Customer must sign up to our database on the Kwena Square website between the 24 May – 31st May 2024  There are no additional charges for participating in the Competition however, <b>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.</b>

7.	<b>Limitation on entries</b>	A Participant may enter only once during the Competition Period.
8.	<b>How will the Winner/s be selected?</b>	Entrants will be subject to selection via a randomized online name generator, employing a spinning wheel mechanism.
9.	<b>Winner announced on</b>	The Winner/s for the Rate and Review Competition will be selected on Wednesday 5 June 2024
10.	<b>The prizes</b>	<p>1 (one) Winner of the <b>Sign-up and win competition</b> shall receive the following prizes:</p> <p>3x Krispy Kreme Vouchers R149.90 each = R450</p> <p><b>None of the Prize is transferable and will not be changed, deferred, or exchanged for cash for any reason whatsoever. Prizes are only valid for the duration of the prize on each voucher.</b></p>
11.	<b>How will the Winner/s be informed?</b>	<p>The Landlord will use all reasonable efforts to contact the Winner during trading hours (9am – 5pm) 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.	<b>Upliftment of prizes</b>	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. 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.
13.	<b>Deadline for claiming Prizes</b>	If the Prize Winner does not collect the Prize within 14 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.	<b>Data usage and Privacy policy</b>	<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"> <li>a. First name and surname.</li> <li>b. Physical address.</li> <li>c. Email address.</li> <li>d. Mobile number; and/or</li> <li>e. Images/ photographs.</li> </ol> <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</p>

		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.
<b>15.</b>	<b>The platform where these T's &amp; C's can be found:</b>	For the duration of the Competition Period, a copy of these T's and C's can, at no cost - <ol style="list-style-type: none"> <li>i. be found on the Mall's official website on: <a href="http://www.kwenasquare.co.za">www.kwenasquare.co.za</a>; or</li> <li>i. be found on the Mall's Facebook page on: <a href="https://www.facebook.com/Kwenasquare">https://www.facebook.com/Kwenasquare</a></li> </ol>
<b>16.</b>	<b>General terms</b>	<ol style="list-style-type: none"> <li>i. <b>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.</b></li> <li>ii. <b>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.</b></li> <li>iii. <b>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.</b></li> <li>iv. <b>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.</b></li> <li>v. <b>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.</b></li> <li>vi. <b>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</b></li> </ol>

		<p><b>Competition, unless the Landlord acted fraudulently or with gross negligence.</b></p> <p>vii. <b>Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</b></p> <p>viii. These T's and C's will be construed, interpreted, and enforced in terms of South African law.</p> <p>ix. <b>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.</b></p>
17.	<b>Amendment of T's and C's</b>	If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice.
18.	<b>Marketing Communication</b>	<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 076 212 3393 or email Shannon@mallmarketing.co.za</p> <p><i>Tick this box if you do <u>NOT</u> CONSENT to receive Marketing Information.</i> <input type="checkbox"/></p> <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.	<b>Any questions, comments or complaints regarding the Competition are to be directed to:</b>	<p>Marketing Manager  Holly Nemathithi  Telephone: 073 806 5944  E-mail: <a href="mailto:holly@mallmarketing.co.za">holly@mallmarketing.co.za</a></p>