

**Redefine Properties Ltd**

**Registration Number: 1999/018591/06**

**SPEND AND WIN COMPETITION (“COMPETITION”)**

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

**Date these T’s and Cs were first published: 29 June 2023**

**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>	Spend and Win
<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 Bidvest Waltons Café, Estreito, Cat Box Pet Hyper, Clicks, Checkers, Decathlon, Leroy Merlin, Little West Packers, LUPA Osteria, Neovision, Nossa Casa, PEP Home Pressed In Time, RocoMamas, Sugeee Bar, Tasko Sweets, The Barber Café, The Golden Rose, Uncle Joe Florist, the Crazy Store, Tiger’s Milk, Leisure Portfolio Association and Virgin Active Little Falls (“ <b>Participating Merchant</b> ”). 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 Competition will run from 1 July until 22 July 2023 at the Participating Merchant, on 1,8,15,22 July 2023 (for instant giveaways on Saturdays) at the Mall and on 29 July 2023 for the grand prize draw (“ <b>Competition Period</b> ”).

		<p><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></p>
<b>6.</b>	<b>How to enter?</b>	<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"> <li>i. Visit the Mall.</li> <li>ii. Comply with each store's minimum spend requirement (this varies from store to store) at any Participating Merchant at the Mall during trading hours.</li> <li>iii. present the till slip as proof of purchase ("<b>Till Slip</b>") to the promoter at the campaign kiosk located at the Mall's Centre Court.</li> <li>iv. the promoter will stamp the Till Slip, scan the QR code insert required details and opt in for database sign up and sign you up for the Competition ("Entry").</li> <li>v. upon a valid Entry, you will be allowed to select a box from the box of prizes.</li> <li>vi. inside the box there will be a description of your prize; and</li> <li>vii. your prize will then be handed to you by the promoter.</li> </ol> <p>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></p>
<b>7.</b>	<b>Limitation on entries</b>	<p>A Participant may enter as many times as he/she wishes during the Competition Period.</p> <p><b>Participants are advised that each Till Slip constitutes a single Entry and accordingly, a Till Slip may only be used once.</b></p>
<b>8.</b>	<b>How will the Winner/s be selected?</b>	<p>1.By submitting a valid Entry, a participant will be deemed a winner ("<b>Winner</b>") for the instant prize on the Saturdays of the instant prize draws.</p> <p>For the grand prize the 20 finalists will be selected via an electronic selection process. Winners will be selected via a random draw in-centre with an independent auditor on 29 July 2023.</p>
<b>9.</b>	<b>Winner announced on</b>	<p>The Winner/s for the grand prizes will be announced at the mall on the draw days and for the grand prize on 29 July 2023 at the Mall.</p> <p>Winner must be present to be an eligible winner.</p>
<b>10.</b>	<b>The prizes</b>	<p>The Winners of <b>Saturday Spot Prizes</b> shall receive one of the following prizes:</p> <ol style="list-style-type: none"> <li>1) 15 X free artisan bread sponsored by Benitas</li> <li>2) 10 X R200 voucher sponsored by Bidvest Waltons</li> </ol>

		<p>3) 4 X R500 shopping voucher sponsored by Cat Box Pet Hyper</p> <p>4) 8 X R300 gift hampers sponsored by Clicks</p> <p>5) 200 X R100 discount vouchers sponsored by Decathlon (users to sign-up to the loyalty programme to redeem the voucher at Decathlon Kwena Square)</p> <p>6) 10 X R200 meal vouchers sponsored by LUPA Osteria</p> <p>7) 24 X R180 Free eye tests sponsored by Neovision</p> <p>8) 10 X R250 meal vouchers sponsored by Nossa Casa</p> <p>9) 3 X R500 meal vouchers sponsored by RocoMamas</p> <p>10) 10 X R250 vouchers sponsored by Sugeee Bar</p> <p>11) 10 X 10% discount vouchers sponsored by The Barber Café</p> <p>12) 20 X R100 meal vouchers sponsored by The Golden Rose</p> <p>13) 10 X 10% discount vouchers sponsored by Uncle Joe Florist</p> <p>14) 2 X R250 vouchers sponsored by The Crazy Sore</p> <p>15) 2 X R500 vouchers sponsored by Tiger's Milk</p> <p>16) 2 X R1,000 vouchers sponsored by Tiger's Milk</p> <p>17) 10 X Drawstring bags and water bottles sponsored by Virgin Active</p> <p>The Winners of <b>grand prizes</b> shall receive one of the following prizes:</p> <p><b>Prize 1: R22,149</b></p> <ul style="list-style-type: none"> <li>• One week getaway to either Crystal Springs Mountain Lodge, Monateng Safari Lodge, Baywater Village or Uvongo River Resort sponsored by Leisure Portfolio Association.</li> <li>• Date Issued: August 2023. This voucher must be redeemed by August 2024. This voucher can be redeemed for a complementary week at Crystal Springs Mountain</li> <li>• Lodge, Monateng Safari Lodge, Baywater Village or Uvongo River Resort for maximum 6 guests (4 adults and 2 children under the age of 12). This voucher excludes.</li> <li>• reservations over peak or public holiday intervals. This voucher will only be valid for a full week stay - 7 nights, Friday check-in, Friday check-out. Transportation will be for guests.</li> <li>• own account. Refundable key and breakage fee payable on arrival at Resort. The Resort reserves the right to refuse admittance of the booking confirmation letter is not presented,</li> <li>• or if the number of persons occupying exceeds that shown on the confirmation letter / unit configuration (including children). All accommodation is self-catering and subject to</li> <li>• availability. All meals, beverages and outside activities will be for guests' own account. Vouchers are not transferable</li> </ul>
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		<p>(guest certificates) nor redeemable for cash. No amendments or</p> <ul style="list-style-type: none"> <li>• additions to the voucher will be accepted. No pets allowed. Upon cancellation or amendment of a confirmed reservation, voucher will be forfeited. No owner weeks are allowed to be.</li> <li>• booked. Standard Gomelo reservation terms and conditions apply.</li> <li>• One Premier/National membership to the value of R1650 from Virgin Active Little Falls</li> <li>• One R7 999 Bicycle from Decathlon</li> <li>• Tribal bicycle - the prize is not transferable to another brand of bicycle or value</li> </ul> <p><b>Prize 2: R18,650</b></p> <p>1. A R12 000 Cape Town trip: 2 guests, 2 nights (Air BNB or Hotel of Tiger's Milk choice valued at R5,000, Return flights for two from OR Tambo International valued at R4000, R1000 Uber voucher towards Uber fees for the weekend, Franschhoek Wine Tram Hop-On Hop-Off Experience worth R580, R1000 voucher to redeem at a Cape Town Tiger's Milk.</p> <ul style="list-style-type: none"> <li>• Eligibility: The giveaway is open to individuals who are 18 years of age or older at the time of entry. Employees, contractors, and immediate family members of the giveaway organizer are not eligible to participate.</li> <li>• Entry: Participants can enter the giveaway by spending more than R500 at Tiger's Milk Kwena Square. Only one entry per person is allowed.</li> <li>• Giveaway Period: The giveaway starts on 14 July 2023 and ends on 31 July 2023. Entries received after the specified end date and time will not be considered.</li> <li>• Prize: The prize includes a weekend trip to Cape Town, South Africa. The trip must be taken before the end of October 2023. The prize package consists of the following: <ul style="list-style-type: none"> <li>• Flights: Round-trip economy class flights for the winner and one guest from a major airport to Cape Town International Airport. The specific travel dates and times will be arranged by the giveaway organizer.</li> <li>• Accommodation: Two nights' stay at a selected hotel or accommodation in Cape Town. The type of accommodation will be determined by the giveaway organizer.</li> <li>• Franschhoek Wine Tram: Two tickets for the Franschhoek Hop-On Hop-Off Wine Tram experience, which includes a guided tour of the vineyards and wine tastings. The date and time of the tour will be arranged by the giveaway organizer.</li> </ul> </li> </ul>
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<p><b>11. How will the Winner/s be informed?</b></p>		<p>The Landlord will use all reasonable efforts to contact the Grand Prize Winners during 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>
<p><b>12. Upliftment of prizes</b></p>		<p>The Instant Prize will be handed by the promoter to the Winner on the spot. And once the Grand Prize Winner/s have</p>

		<p>been announced, the Winner/s must be present for the giveaways or have a representative present to uplift the Prize.</p> <p>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.</p>
13.	<b>Deadline for claiming Prizes</b>	<p>If the Grand 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.</p>
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. 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 (Leisure Portfolio Association), 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.	<b>The platform where these T's &amp; C's can be found:</b>	<p>For the duration of the Competition Period, a copy of these T's and C's can, at no cost -</p> <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>
16.	<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> </ol>

		<ul style="list-style-type: none"> <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. 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.</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 Competition, unless the Landlord acted fraudulently or with gross negligence.</b></li> <li>vii. <b>Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</b></li> <li>viii. These T's and C's will be construed, interpreted, and enforced in terms of South African law.</li> <li>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></li> </ul>
<b>17.</b>	<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.
<b>18.</b>	<b>Marketing Communication</b>	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>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>
<p><b>19.</b></p>	<p><b>Any questions, comments or complaints regarding the Competition are to be directed to:</b></p>	<p>Name: Elsabe Kelly Gliddon, Marketing Manager          Telephone : 0829245609          Email: <a href="mailto:elsabek@redefine.co.za">elsabek@redefine.co.za</a></p>