

SOUTH COAST MALL SPRING ART PROMOTION: 2017 TERMS AND CONDITIONS ("PROMOTION")

This Promotion, conducted and organised by South Coast Mall, is subject to these Terms and Conditions ("T's and C's"), as may be amended from time to time. Please read the T's and C's carefully and pay special attention to all the terms printed in bold.

1. PROMOTER

- 1.1 This Promotion is promoted by Redefine Properties Limited (Registration Number:1999/018591/06) ("**Landlord**").
- 1.2 **The Landlord will make a final and binding decision in respect of all matters relating to the results, qualifiers and disputes relating to the Promotion and no correspondence will be entered into.**
- 1.3 If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice.

2. PROMOTION RULES

- 2.1 The Promotion runs from 31 July 2017 to 12am (midnight) on 25 August 2017 ("**Promotion Period**").
- 2.2 Learners from public and/or private primary schools within the Southcoast area ("**School**"), may take part in this Promotion ("**Participant**").
- 2.3 No director, member, partner, employee, agent, consultant, and tenant of the Landlord, 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 may take part in this Promotion.
- 2.4 The Landlord is required to identify and verify the identity of the Participant to ensure compliance with the Financial Intelligence Centre Act 38 of 2001 ("**FICA**"). Accordingly, the Landlord may require the Participant to provide a copy of its constitutive documents as required under FICA.
- 2.5 If a Participant has provided incorrect details to the Landlord, the Landlord in its sole discretion may disqualify such a Participant.
- 2.4 To enter the Promotion, a Participant will be required to, for the duration of the Promotion Period to-
 - 2.4.1 design his/her best art work with leaves and flowers on an A1 page, using any medium ("**Entry**"); and
 - 2.4.2 submit the Entry to the Landlord's representative who will be collecting the Entries from the School on a weekly basis which will be displayed at the South Coast Mall for the period 1 – 3 September 2017 ; and
 - 2.4.3 ensure that the name and surname of the Participant along with the School's details are reflected on the Entry;
- 2.5 **Upon compliance with 2.4 a Participant will automatically be deemed to have entered the Promotion.**
- 2.6 A Participant may only enter once.

3 SELECTING A WINNER AND THE PRIZES TO BE AWARDED

- 3.1 One Participant will win (the "**Winner**") a South Coast Mall voucher to the value of R2,000.00 (Two Thousand Rand). The Winner will be selected by a panel of independent judges on 7 September 2017.
- 3.2 The School which the Winner attends will win stationary to the value of R5,000.00 (Five Thousand Rand) ("**Winning School**").
- 3.3 **None of the Prizes are transferable and the Prizes will not be changed or deferred for any reason whatsoever.**
- 3.4 The Winner and the Winning School must collect their prizes in person, and if younger than 18 years old, must to be accompanied by a parent/ guardian who should be willing and able to provide the necessary permissions and consent.
- 3.3.1 Prizes to be collected from:
The Centre Management Offices, South Coast Mall, Izotha Road, Shelley Beach;
- 3.3.2 Prizes to be collected during office hours, Monday to Friday between 08:00 - 17:00.
- 3.4 The Landlord will use reasonable efforts to contact the Winner and the Winning School telephonically. If the Landlord is unable to reach the Winner or the Winning School for whatsoever reason, such a prize winner will be disqualified and the selection of a replacement entry shall take place. Such a replacement winner shall be contacted by the Landlord telephonically as soon as reasonably practicable and shall be required to respond to the Landlord set out in such correspondence.

4 GENERAL

- 4.1 For the duration of the Promotion Period, a copy of these T's and C's can, at no cost -
- 4.1.1 be found on the following website (Promotion page) www.southcoastmall.co.za, or;
- 4.1.2 be obtained from South Coast Mall Centre management during week day office hours from 8 am to 5 pm, or;
- 4.1.3 be requested telephonically on telephone number 039 315 7515.
- 4.2 **The Landlord reserves the right to terminate the Promotion with immediate effect before the end of the Promotion 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.**
- 4.3 **Participation in the Promotion 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.**
- 4.4 **The Winner and Winning School may not win any South Coast Mall Promotion more than once in a 30-day period. Any winners selected who have won in the last 30 days will be disqualified from any such Promotion and another winner will be selected.**
- 4.5 The Winner and the Winning School in respect of the Promotion may be requested to be photographed so that their photographs may be used for future promotional post Promotion purposes in relation to South Coast mall. Promoting platforms will include the South Coast Mall Facebook page and website page as well as community newspapers and shopping centre retail industry publications. No fees will be payable in this regard. **The Winner and the Winning School will be given the opportunity to decline the publication of their images.**
- 4.6 **The Landlord does not make any representations or give any warranties, whether express or implicit, that the Participant's participation in this Promotion will necessarily result in the Participant winning a a selfie stick or that the aforesaid prizes will meet the Participant's unique requirements, preferences, standards or expectations.**

- 4.7 **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 the Promotion, unless the Landlord acted fraudulently or with gross negligence.,**
- 4.8 **Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.**
- 4.9 These T's and C's will be construed, interpreted and enforced in terms of South African law.
- 4.10 Any questions, comments or complaints regarding the Promotion can be directed to the Landlord at 039 315 7515.