

**KENILWORTH CENTRE MONTHLY DIGITAL / SOCIAL MEDIA COMPETITION  
("COMPETITION")?**

**COMPETITION TERMS & CONDITIONS ("T's & C's")**

**Date these T's and C's were first published: 11 August 2023**

**Date these T's and C's were last changed: 10 August 2023**

**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>	<b>Win a UPS with Old Mutual and Kenilworth Centre digital competition</b>
<b>2.</b>	<b>Promoter's details:</b>	This Competition is conducted and organized by Kenilworth Centre ("Centre") and offered by Redefine Retail (Pty) Ltd (Registration Number: 2012/079189/07) (" <b>Landlord</b> ") in conjunction with Old Mutual (" <b>Sponsor</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>Eligibility: Who may enter the Competition?"</b>	To enter the Competition, a Participant must be 18 years or older, 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.
<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 Centre, 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 14 August to 14 September 2023 (" <b>Competition Period</b> "). Any entries received after a Competition Period will not be taken into consideration.
<b>6.</b>	<b>How to enter?</b>	To enter the Competition, a Participant will be required, for the duration of the Competition Period to: I. Visit the Centre's website on: <a href="https://www.kenilworthcentre.co.za/">https://www.kenilworthcentre.co.za/</a> (" <b>Page</b> ") II. Navigate your way through the Page to locate the WHAT'S ON tab; III. Scroll down to the Competition; IV. Select the current Competition post (" <b>Post</b> "); and

		<p>V. Follow the Competition prompts on the Post and submit the entry (“Entry”).</p> <p><b>Upon compliance with (I-VI) above a Participant will automatically be deemed to have entered the Competition.</b></p> <p><b>AND/OR</b></p> <p>I. visit the Centre’s Facebook page on: <a href="https://www.facebook.com/KenilworthCentre/">https://www.facebook.com/KenilworthCentre/</a> (“Page”);</p> <p>II. navigate your way through the Page to locate the competition post (“Post”);</p> <p>III. follow the Competition prompts on the Post and submit the entry (“Entry”);</p> <p><b>Upon compliance with (I-III) above a Participant will automatically be deemed to have entered the Competition.</b></p> <p><b>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. No data contract is required between parties.</b></p>
7.	<b>Limitation on entries</b>	A Participant may enter as many times as s/he wishes during the Competition Period and can only win once.
8.	<b>How will the Winner/s be selected?</b>	Upon the expiry of the Competition Period, the OMF “Sponsor” and Landlord will select 1 (one) (“Winner”) through a random draw which will be overseen by an auditor.
9.	<b>Winner announced on</b>	The Winner will be announced on the Centre’s Page mentioned in Item 6 by no later than 30 September or at any such date the Landlord deems fit.
10.	<b>The prizes</b>	<p>The Winner shall receive a Gizzu Mini UPS valued at approximately <b>R1200.00 (One Thousand and Two Hundred Rand)</b> and if the Winner is the Sponsor’s customer or opens up an account with the Sponsor it shall receive an additional <b>R500.00 (Five Hundred Rand)</b> paid into their Old Mutual Money Account (“Prize”).</p> <p>The Prize is courtesy of the Sponsor and is subject to the terms and conditions that may be imposed by the Landlord from time to time.</p> <p><b>None of the prizes are transferable and will not be changed, deferred or exchanged for cash for any reason whatsoever.</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.</p> <p>If the Landlord is unable to contact or reach the Winner within 14 (Fourteen) days of having announced the Winner, the Entry by that person will be disqualified and the Sponsor shall be entitled to</p>

		perform a further electronic selection to determine another Winner. That Winner will also be contacted by the Landlord via any of the abovementioned media portals, as soon as reasonably practicable.
<b>12.</b>	<b>Upliftment of prizes</b>	Once the Winner has been announced, the Winner must make their way to the centre management offices (“ <b>Centre Management</b> ”) located at the Centre between 9h00- 17h00 (“ <b>Trading Hours</b> ”) Monday to Friday to uplift the Prize. 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
<b>13.</b>	<b>Deadline for claiming prizes</b>	If the Winner does not collect the Prize within 14 (Fourteen) days of being informed that he/she has won, the Winner shall be deemed to have automatically forfeited the Prize.
<b>14.</b>	<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 the 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>First name and surname;</li> <li>Physical address;</li> <li>Email address;</li> <li>Mobile number; and/or</li> <li>Images/ photographs.</li> </ol> <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. The Landlord will share the Participants' personal information with the Sponsor, however it 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>
<b>15.</b>	<b>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>be found on the following: Centre website: <a href="https://www.kenilworthcentre.co.za/">https://www.kenilworthcentre.co.za/</a>; or  Centre Facebook page: <a href="https://www.facebook.com/KenilworthCentre/">https://www.facebook.com/KenilworthCentre/</a>; or</li> </ol>
<b>16.</b>	<b>General terms</b>	<b>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</b>

		<p>its sole discretion or if circumstances arise outside of its control. No Participant will have any claim against the Landlord for such a termination.</p> <p>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.</p> <p>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.</p> <p>IV. Winners may not win any Centre 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.</p> <p>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 Centre. Promoting platforms will include the Centre Social Media, website and shopping centre retail industry publications. No fees will be payable in this regard.</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.	Old Mutual Finance "Sponsor" general rules	1) Participants may not attempt to do anything to change the outcome of the campaign in any way.

		<ol style="list-style-type: none"><li>2) If Participants fail to comply with any part of the Terms and Conditions and general rules, they will be disqualified and will forfeit any rewards.</li><li>3) Participants are not permitted to sell, provide advice, or render intermediary services as defined under the Financial Advisory and Intermediary Services Act, 2002 (FAIS Act) for any products sold by Old Mutual in relation to this campaign.</li><li>4) The organisers reserve the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Competition will not bring the organiser into disrepute.</li><li>5) Participants indemnify Old Mutual Finance (Pty) Ltd, the “Sponsor”, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from Participants participation in this Campaign.</li><li>6) The reward cannot be sold or transferred to any person other than the reward recipient and his/her chosen beneficiaries which shall be at the Sponsor’s discretion.</li><li>7) By participating in this campaign, Participants indemnify and hold the Sponsor harmless in respect of any failure by them to comply with these Terms and Conditions.</li><li>8) In the event that Participants are awarded a reward, Participants agree to use the reward/s entirely at Participants own risk and hereby indemnify and hold the Sponsor harmless for any accident, injury, harm, death, damages, costs and/or loss sustained by Participants as a result of the possession or use of reward/s awarded as a result of this campaign and for any loss, damage, harm or injury which Participants may sustain as a result of any claim which may be made against the Sponsor by any third party, while participating in this campaign or at any time thereafter.</li><li>9) If the Sponsor is required by any legislation, the Minister of Trade and Industry, or the National Lotteries to alter any aspect of the campaign or to terminate the campaign as a result of changes in legislation, we will have the right to terminate this campaign with immediate effect and without notice of such. In such event, Participants shall waive any rights which Participants may have against the Sponsor and acknowledge that Participants will have no recourse or claim</li></ol>
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		<p>of any nature whatsoever against the Sponsor, our agents or contractors.</p> <ol style="list-style-type: none"><li>10) The Sponsor may amend, modify or change these general rules in our sole and absolute discretion without notice. By participating or continuing to participate in the campaign, Participants agree and understand that they will be bound by the amended terms and conditions.</li><li>11) The Sponsor's decision will be final and binding, and no correspondence will be entered into.</li><li>12) The Sponsor may refuse to award any reward to Participants if there is suspicion of any irregularities or fraudulent activities. We reserve the right to retract the reward.</li><li>13) The Sponsor is not responsible for any costs the participant may have when receiving or using the reward.</li><li>14) If for any reason any participant is not eligible for the reward, that person will lose his or her right to the reward and will forfeit the reward.</li><li>15) The Sponsor assumes no responsibility whatsoever for any entry that has been left out from participation for any reason.</li><li>16) The Sponsor reserves the right to withhold any reward until it is entirely satisfied that the claimant of the reward is a bona fide recipient.</li><li>17) Should the participant be found not to have complied with these campaign rules, he/she will automatically be disqualified, and any reward may be retracted.</li><li>18) Your personal information will be processed in accordance with the Old Mutual Privacy Notice. The Privacy Notice explains how we may obtain, use, and disclose your personal information and informs you of your rights and how to exercise them. To view the full Old Mutual Privacy Notice and exercise your preferences, visit our website at <a href="http://www.oldmutual.co.za">www.oldmutual.co.za</a>.</li><li>19) The Old Mutual Money Account is an offering by Old Mutual Transaction Services (Pty) Ltd (Reg No. 2012/225985/07), in association with *Bidvest Bank Ltd (Reg No. 2000/006478/06), a licensed FSP, **Old Mutual Investment Administrators (Reg No. 1988/03478/07), a licensed FSP and Old Mutual Unit Trust Managers (RF) (Pty) Ltd ("OMUT"), a registered manager in terms of the Collective Investment Schemes Control Act 45 of 2002. The fund fees and costs that are charged by OMUT for managing</li></ol>
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		investments are accessible on the relevant fund's Minimum Disclosure Document (MDD) or Table of fees and charges, both available on the OMUT public website, or from the OMUT contact centre. Old Mutual is a member of the Association for Savings & Investment South Africa (ASISA).
<b>18.</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>19.</b>	<b>Any questions, comments or complaints regarding the Competition are to be directed to:</b>	Name: Gouwa Waja (Marketing Manager) Telephone: 082 447 1532 Email: <a href="mailto:GouwaW@redefine.co.za">GouwaW@redefine.co.za</a>