

KENILWORTH CENTRE AND CLICKS BP MACHINE GIVE-AWAY (“PROMOTION”)

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

Date these T’s and Cs were first published: **04 November 2024**

Date these T’s and C’s 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 Give-away / Promotion. If you take part in this Give-away / Promotion 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.

1.	Competition name:	Kenilworth Centre & Clicks BP machine Give-away Promotion
2.	Promoter’s details:	This Give-away is conducted and organized by the Kenilworth Centre (“Centre”) and Clicks offered by Redefine Properties Limited (Registration Number: 1999/018591/06) (“ Landlord ”) and sponsored by Kenilworth Centre and Clicks. 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”.
IMPORTANT INFORMATION		
3.	Eligibility: Who may enter the Competition?”	To enter the Give-away Promotion a participant (“ Participant ”) must be 18 (Eighteen) years or older and in possession of a valid South African identity document or passport. Minors are not allowed to enter the Give-away Promotion.
4.	Who cannot enter the Competition?	The Give-away Promotion 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, the Sponsor, employees of the sponsor, agent and/ or consultant.
5.	Competition Period:	The Give-away Promotion will run from 04 November until 04 December 2024 (“ Give-away Promotion Period ”). Any Participation after the Give-away Promotion Period will not be taken into consideration.

6.	How to enter?	<p>To enter the Give-away Promotion, a Participant will be required, for the duration of the Give-away Promotion Period to:</p> <p>6.1 Visit the Clicks store at the Mall during the week (Mondays to Fridays)</p> <p>6.2 Visit the pharmacy within the Clicks store at the mall</p> <p>6.3 Present a prescription for diabetes medication.</p> <p>6.4 Purchase the diabetes medication from the pharmacy as per the script to confirm your participation in the Give-away Promotion (“Entry”)</p> <p>6.5 Winners will be selected on a first-come-first-served basis by the pharmacist on duty and will receive a BP machine.</p> <p>Upon compliance with 6.1 – 6.5 above a Participant will automatically be deemed to have entered the Give-away Promotion to stand a chance to win a BP machine.</p>
7.	Limitation on entries	<p>A Participant may enter the Give-away Promotion only once during the Competition period.</p> <p>Any additional entries by the same Participant will be discarded before the winner selection takes place.</p>
8.	How will the winner be selected?	<p>Throughout the Competition Period, the Landlord will select 40 (Forty) winners (“Winners”) by selecting the first 40 shoppers. These winners will be selected from Mondays – Fridays over the Give-away Promotion period on a first-come-first-served basis. This selection process will be overseen by the Clicks pharmacist and store manager.</p>
9	Winners announced on:	<p>The Winners will be announced immediately after being selected during the Give-away Promotion period.</p>
10.	The prizes	<p>The Winner(s) shall each receive 1 x Contour Plus Elite Blood Glucose Monitoring System (Blood pressure machine).</p> <p>Prizes are not transferable and will not be changed, deferred, or exchanged for cash for any reason whatsoever.</p>
11.	How will the Winner/s be informed?	<p>The winner will be given the prize immediately at the Clicks store after being selected by the pharmacist and manager.</p>
12.	Upliftment of prizes	<p>The Winners must: (i) be able to furnish a copy their identity document or valid passport. The Winners acknowledges and accepts that they 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.	Deadline for claiming prizes	The winner must collect the Prize immediately when notified that they have won the prize. Should the winner fail to collect the Prize they may forfeit the prize and the manager may, in its discretion take the decision to select another winner on a first come first serve basis.
14.	Data usage and Privacy policy	<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"> a. First name and surname; b. Physical address; c. Email address; d. Mobile number; and/or e. Images/ photographs. <p>Personal information which a Participant provides to the Landlord when entering the Give-away Promotion, 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 and 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>
15.	The platform where these T's & C's can be found:	For the duration of the Competition Period, a copy of these T's and C's can, at no cost be found on the Mall's official website page at www.kenilworthcentre.co.za
16.	General terms	<p>16.1 The Landlord reserves the right to terminate the Give-away Promotion with immediate effect before the end of the Give-away 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.</p> <p>16.2 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>16.3 Participation in the Give-away 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.</p> <p>16.4 Winners may not win any Mall 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>16.5 All Winners in respect of the Give-away Promotion 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.</p> <p>16.6 The Landlord does not make any representations or give any warranties, whether express or implicit, that the Participant’s participation in this Give-away Promotion 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>16.7 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 this Give-away Promotion, unless the Landlord acted fraudulently or with gross negligence.</p> <p>16.8 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p>16.9 These T’s and C’s will be construed, interpreted and enforced in terms of South African law.</p> <p>16.10The Landlord will make a final and binding decision in respect of all matters relating to the results, qualifiers and disputes relating to the Give-away Promotion, and no correspondence will be entered into.</p>
<p>17.</p>	<p>Amendment of T’s and C’s</p>	<p>If considered necessary, the Landlord reserves the right to amend the T’s and C’s by providing reasonable prior notice.</p>
<p>18.</p>	<p>Marketing Communication</p>	<p>As stated in the T’s and C’s, the Participant agrees that by participating in the Give-away Promotion, 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 021 671 5054 or email Gouwaw@redefine.co.za</p>

		<p>Tick this box if you do NOT CONSENT to receive Marketing Information. <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 aforementioned contact details.</p>
19.	Any questions, comments or complaints regarding the Competition are to be directed to:	<p>Name: Gouwa Waja (Marketing Manager) Telephone: 021 671 5057 Email: Gouwaw@redefine.co.za</p>