

## KENILWORTH CENTRE MARKETING CAMPAIGN (“COMPETITION”)

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

Date these T’s and Cs were first published: 01 September 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 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.

1.	<b>Competition name:</b>	Join the Upside!
2.	<b>Promoter’s details:</b>	This Competition is conducted and organized by the Kenilworth Centre (“Centre”) and offered by Redefine Properties Limited (Registration Number: 1999/018591/06) (“ <b>Landlord</b> ”) and sponsored by Kenilworth Centre. 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>		
3.	<b><u>Eligibility:</u> Who may enter the Competition?”</b>	To enter the Competition a participant (“ <b>Participant</b> ”) must be <b>18 (Eighteen)</b> years or older and in possession of a valid South African identity document or passport.  Minors are not allowed to enter the Competition. Furthermore, a Participant needs to be in possession of an internet enabled device (“ <b>Device</b> ”) such as a cellular phone, tablet and/or laptop, such device must have access to the internet.  <b>Participants are advised that standard cellular or data rates as per the participants service provider will apply.</b>
4.	<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, the Sponsor, employees of the sponsor, agent and/ or consultant.

5.	<b>Competition Period:</b>	The Competition will run from 03 September until 30 September 2024 (“ <b>Competition Period</b> ”). Any Participation after the Competition Period will not be taken into consideration.
6.	<b>How to enter?</b>	To enter the Competition, a Participant will be required, for the duration of the Competition Period to:  6.1 Visit the Mall’s Facebook Page on <a href="https://www.facebook.com/KenilworthCentre">https://www.facebook.com/KenilworthCentre</a> 6.2 Follow the Competition prompts; 6.3 Locate the Competition Post; and 6.4 Submit entry (“ <b>Entry</b> ”)  Upon compliance with 6.1 – 6.4 above a Participant will automatically be deemed to have entered the Competition.  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 the competition only once during the Competition period.  Any additional entries by the same Participant will be discarded before the winner selection takes place.
8.	<b>How will the winner be selected?</b>	Upon expiry of the Competition Period, the Landlord will select <b>2 (Two)</b> winners (“ <b>Winners</b> ”) through a random electronic selection process. This selection will be overseen by an independent auditor.
9	<b>Winners announced on:</b>	The Winners will be announced within the first week of October 2024 or at any such date the Landlord deems fit.
10.	<b>The prizes</b>	The Winners shall each receive <b>1 x R500 shopping voucher.</b>  Prizes are not transferable and will not be changed, deferred, or exchanged for cash for any reason whatsoever.
11.	<b>How will the Winner/s be informed?</b>	The Landlord will contact the Winner/s using Facebook Direct Messaging.  If the Landlord is unable to contact or reach the Winner within <b>2 (two)</b> days of having announced the Winner, the Entry by that person will be disqualified and the Landlord shall be entitled to perform a further electronic selection to determine another winner.

12.	<b>Upliftment of prizes</b>	<p>Once the Winners have been announced, they must contact the Centre or Gouwaw@redefine.co.za or 021 671 5054 to arrange collection of their prize. They will thereafter make their way to the Centre's management offices ("<b>Centre Management</b>") located at the Centre between 9h00 - 17h00 ("<b>Trading Hours</b>") Mondays to Friday to uplift the Prize.</p> <p>The Winners must: (i) appear in person; and (ii) 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.	<b>Deadline for claiming prizes</b>	<p>If the winner does not collect the Prize within <b>2 (Two)</b> days of being informed that he/she has won, the Winner shall be deemed to have automatically forfeited the Prize. And another winner will be selected using the Random 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 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 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.	<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 be found on the Mall's official website page at <a href="http://www.kenilworthcentre.co.za">www.kenilworthcentre.co.za</a></p>
16.	<b>General terms</b>	<p><b>16.1 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></p> <p><b>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</b></p>

		<p>hardware, software, or other computer or technical systems affecting participating in the Competition.</p> <p><b>16.3</b> 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><b>16.4</b> 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><b>16.5</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.</p> <p><b>16.6</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.</p> <p><b>16.7</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.</p> <p><b>16.8</b> Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p><b>16.9</b> These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p><b>16.10</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.</p>
<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>	<p>As stated in the T'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 021 671 5054 or email <a href="mailto:Gouwaw@redefine.co.za">Gouwaw@redefine.co.za</a></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>
<b>19.</b>	<b>Any questions, comments or complaints regarding the Competition are to be directed to:</b>	Name: Gouwa Waja (Marketing Manager) Telephone: 021 671 5057 Email: <a href="mailto:Gouwaw@redefine.co.za">Gouwaw@redefine.co.za</a>