

**“BENMORE WINNERFEST” (“COMPETITION”)**

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

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

**Date these T’s and Cs were last changed: April 2024**

These Competition 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 giveaway, 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>Name of the Competition:</b>	Benmore Winnerfest
<b>2.</b>	<b>Promoter’s details:</b>	This Competition is promoted and offered by Benmore Centre (“ <b>Mall</b> ”) and promoted by Redefine Retail Proprietary Limited (Registration Number: 2012/079189/07) (“ <b>Landlord</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 will be required to, for the duration of the Competition period comply with the following: <ul style="list-style-type: none"> <li>I. must be 18 years or older; and</li> <li>II. the Competition is open to all Participants who are in possession of a valid South African identity document or passport.</li> </ul>
<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, suppliers of 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>Entry Period:</b>	Entries to the Competition will open from 3 April 2024 until 30 April 2024 (“ <b>Competition Entry Period</b> ”). <b>Any entries received after the Competition Entry Period will not be taken into consideration.</b>
<b>6.</b>	<b>How to enter?</b>	To enter the Competition, a Participant will be required to complete the following steps:



		<p>Step 1 Simply follow our page. Step 2 Comment #BenmoreWinnerfest</p> <p><b>Upon compliance with steps 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 prices.</b></p>
7.	<b>Limitation on entries</b>	A Participant may only enter once for the duration of the Competition Entry Period.
8.	<b>How will the Winners be selected and prizes to be won?</b>	<p>The landlord shall randomly select 6 (<b>Six</b>) winners (“<b>Winner</b>”) from all the Facebook and Instagram competition post on the 01 May 2024.</p> <p>The Winner/s selection will be done by the landlord and the selection is final and in the sole discretion of the Landlord.</p> <p>The entire process will be overseen by an independent auditor.</p>
9.	<b>Winners announced on:</b>	Winners will be notified on Facebook with a reply to their original comment on post shared and notified to come collect their prizes from the Centre Management offices or to provide their contact details for emailing the prize.
10.	<b>The Prize</b>	<p>The selected Winner/s shall receive their share in Mr Price Sport Vouchers and Toyzone vouchers valued at R2250.</p> <p>The Prizes are courtesy of the Landlord and is subject to the T's and C's that may be imposed by the Landlord from time to time.</p> <p><b>The Prize is not transferable and will not be changed, deferred or exchanged for cash for any reason whatsoever.</b></p>
11.	<b>How will the Winners be informed?</b>	The Landlord will announce the Winner/s on the day of the Competition. Winner will have to come collect the prize at Centre Management offices within <b>2 business days</b> of being announced as winner.
12.	<b>Upliftment of Prize</b>	Once the Winner/s have been announced, the Winner must make their way to the centre management office (“ <b>Centre Management</b> ”) located on the upper-level, to uplift the Prize or alternatively, provide the relevant contact details where the prize can be emailed.



		<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.</p> <p>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>
<b>13.</b>	<b>Deadline for claiming the Prize</b>	If the Winner does not collect the Prize within 2 (two) days of having been announced as the Winner, 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 for the Landlord to offer the Competition, the Landlord may collect and use personal information of the Participants and Entrants. The personal information may include but is in no way limited to a Participant's and Entrants':</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 Participants and Entrants provide to the Landlord when entering the Competition, may, subject to prevailing law, be used for future marketing activity by the Landlord, unless the Participant and the Guest 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>
<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>I. Facebook: <a href="https://www.facebook.com/BenmoreCentre">https://www.facebook.com/BenmoreCentre</a> or</li> <li>II. Website: <a href="https://benmorecentre.co.za/what-s-on/">https://benmorecentre.co.za/what-s-on/</a></li> </ol>
<b>16.</b>	<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</b></li> </ol>



		<p>arise outside of its control. <b>No Participant will have any claim against the Landlord for such a termination.</b></p> <p>II. <b>The Landlord and its service providers including network providers shall not be responsible for incorrect or inaccurate transcription of entry information, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any network, computer equipment or software, the inability to access any website or online services or for any other reason beyond its control.</b></p> <p>III. <b>Participation in the Competition constitutes automatic acceptance of the T's and Cs contained herein, and the Participant and the Entrants agree to abide by the T's and C's.</b></p> <p>IV. <b>Winners may not win any Mall Competition more than once in a 30-day period. Any Winners drawn/selected who have won in the last 30 days will be disqualified from any such Competition and another winner will be drawn.</b></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 Competitional purposes in relation to the Mall. Promoting platforms will include the Mall's Facebook page, website page 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>VI. The Participant may not post or email material that is derogatory, distasteful, explicit or harmful to the Landlord or any other person. The Participant may not post or email content that may result in the distribution of spam, malicious viruses, trojan horses and any other content that may cause damage, or content that, for the purposes of this Competition, is of no relevance to the Competition.</p> <p>VII. The Participants participate in the Competition at their own risk. The Participant must take all necessary steps and measures to protect themselves and any minors, from risks, such as viruses and other destructive codes. The Landlord is responsible for any damages, loss, risk and/or harm that the Participant and Entrants suffer while entering into the Competition, for the duration and after the conclusion of this Competition.</p>
--	--	--



		<p>VIII. The Landlord reserves the right to implement remedies it deems fit to prevent abuse, or to protect its systems, sites and/or other users. Should any Participant and Entrants not comply with these Rules, their Entries may not be considered, and they will not be able to take part in the Competition or future Competitions.</p> <p>IX. <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 meet the Participant's unique requirements, preferences, standards or expectations.</b></p> <p>X. <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 participation in this Competition, unless the Landlord acted fraudulently or with gross negligence.</b></p> <p>XI. <b>Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</b></p> <p>XII. These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p>XIII. <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></p>
<p><b>16.</b></p>	<p><b>Amendment of T's and C's</b></p>	<p>If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice.</p>