



# RIVERSIDE MALL

## Colour Me 21 Competition ("COMPETITION") TERMS AND CONDITIONS

**The Competition, 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 Excellerate Brand Management (Pty) Ltd ("EBM") and K2012150042 (South Africa) (Pty) Ltd (registration number: 2012/150042/07), the entity owning Riverside Mall ("the Mall"), together are the Promoters of this competition (collectively referred to as "the Promoters").
- 1.2 The Promoters will make final and binding decisions in respect of all matters relating to the results of the Competition, including any disputes relating to the Competition and shall not be obliged to provide reasons for any decisions so taken.
- 1.3 The Promoters reserve the right to amend, modify and/or change the T's and C's at any time and will make the amended T's and C's available as set out in 5.1 below.

### **2. COMPETITION RULES**

- 2.1 The Competition is open to all residents and citizens of South African ("**Participant(s)**") who are in possession of a valid identity document or valid passport, except for any director, member, partner, employee, agent, consultant, and tenant of the Promoters, the marketing service providers and/or any person who directly or indirectly controls or is controlled by the Promoters, including their spouses, life partners, business partners or immediate family members. A minor who enters the competition undertakes that he/she does so with his/her parent's/legal guardian's consent.
- 2.2 The Competition runs from **10h00 on 12 July 2019** and closes at **09:00 on 21 July 2019** ("**Competition Period**"). The Promoters reserve the right to amend, modify, change, postpone, suspend or cancel this Competition and/or Prize or any aspect thereof, at any time and for whatsoever reason without further notice.
- 2.3 Any entry by a Participant is subject to these T's and C's and by entering this Competition, all Participants agree to be bound by them.
- 2.4 To enter the Competition, a Participant will be required to comply with the following T's and C's:-



## RIVERSIDE MALL

- 2.4.1 attend at the Mall Activation taking place in the centre court from 3 – 7 July 2019. The operating times are 10:30 – 14:30 daily.
- 2.4.2 complete the entry form that requires a participant to colour-in/decorate the Mall's 21 logo as well as well as completing the required fields on the back of the entry form
- 2.4.2 navigate to the Competition website which can be found at [www.riversidemall.co.za](http://www.riversidemall.co.za) from 12 – 21 July and vote for their favourite design and supply contact details on the entry form;
- 2.4 They can enter as many designs as they wish. In terms of the voting, please can vote as many times as they wish

### 3. PRIZES

- 3.1 The Winner of the Competition will be the Participant whose design as contemplated in clause 2.4.2 accumulates the most votes as per the voting process contemplated in clause 2.4.2. A large model installation of the Winner's design will be created and displayed in the Mall (**"the Prize"**).
- 3.2 The Winner will be announced on or by later than 19 July 2019 ("the Announcement Date") on Facebook. The Winner will be contacted on the details provided. All reasonable efforts between when the Competition ends and the Announcement Date to contact the Winners. The Winners will be contacted during working hours (08:00 – 17:00).
- 3.3 Prior to the announcement of the Winner, the Winner will be required to sign a waiver as contemplated in clause 4.2. Should the Winner be unwilling or unable to sign the waiver, the Promoter will select a new Winner (**"the Runner-up"**) who will be the Participant with the second most votes accumulated. The Winner will be contacted on the details provided. All reasonable efforts between when the Competition ends and the Announcement Date to contact the Winners. The Winners will be contacted during working hours (08:00 – 17:00).

### 4. PUBLICITY AND DATA PRIVACY:

- 4.1 By entering, a Participant acknowledges and gives express consent on entry that personal information, including without limitation, name, age, address (including postcode), telephone number and/or email address ("Personal Data") will be used in connection with the Competition and will be shared with the Promoters and their agents to the extent necessary to conduct the Competition.



## RIVERSIDE MALL

- 4.2 The Winner's design will be used for marketing purposes at the Mall and will become the Promoter's property. The Winner expressly acknowledges and agrees by their participation in this Competition, that they shall relinquish, waive, and forfeit any and all rights which they may have to the design and to any duplication, replication or reproduction thereof and shall have no claim for compensation or otherwise arising from the Promoter's use thereof.
- 4.3 All Personal Data relating to the Participants will be used solely in accordance with the Consumer Protection Act 68 of 2008, the data protection legislation, and will not be disclosed to any third party, except for the purpose of the Competition where applicable unless the Participants gave their express consent to this on entry.
- 5. GENERAL:**
- 5.1 For the duration of the Competition Period, a copy of these T's and C's can, at no cost:
- 5.1.1 be found on the following [www.riversidemall.co.za](http://www.riversidemall.co.za); or
- 5.1.2 be obtained from Riverside Mall management during week day office hours from 08h00 to 16h00; or
- 5.1.3 be found on the Riverside Mall Facebook page.
- 5.2 The winner may be requested to be photographed for promotional purposes. Images may be published on Riverside Mall's 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 will be given the opportunity to decline the publication of their images.
- 5.3 The Promoters do 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.
- 5.4 This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or any other Social Network. Information provided is done so solely to the Promoters and not to any other party.
- 5.5 To the extent permissible in law, the Promoters are 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 Competition.
- 5.6 To the fullest extent permitted in law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoters, their associated, holding and subsidiary



## RIVERSIDE MALL

companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from their participation in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of any Prize awarded.

- 5.7 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.
- 5.8 These T's and C's will be construed, interpreted and enforced in terms of South African law.
- 5.9 Any questions, comments or complaints regarding the Competition can be directed to the Promoters at 013 757 0080.