

**SPEND AND WIN 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, 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 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 Promoters reserve the right to amend, modify, change, postpone, suspend or cancel this Competition and/or Prize (which has not been subject to a draw) or any aspect thereof, at any time and for whatsoever reason without further notice. There will be a minimum of 3 surveys comprising the Competition
- 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:–
 - 2.4.1 Participant to keep the spend receipts as proof of purchase to redeem the prize
 - 2.4.2 The minimum spend to enter the competition is R250
 - 2.4.3 Entry forms will be available at participating tenants and the info kiosk
 - 2.4.4 To redeem the prize, the winner will have to produce the receipts that will correlate with the entry form to take possession of the prize.

3. PRIZES

- 3.1 The Winner, chosen at random draw, will be awarded a R 1 000.00 (one thousand rand) gift voucher. Any dispute that arises as to the identity of the Winner as envisaged by this clause shall be adjudicated by a representative of the Promoter.
- 3.2 The tenant with the most entries will be awarded R1000.00 (one thousand rand) gift voucher.
- 3.4 The Prize is not transferable and the Prize will not be changed or deferred for any reason whatsoever.

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.
- 4.2 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 website (competition page) www.riversidemall.co.za or
 - 5.1.2 be found on the __Riverside Mall__ Facebook page.
- 5.2 The winners 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 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.
- 5.5 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 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.

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