



SPEND AND WIN COMPETITION (“COMPETITION”)

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

Date these T’s and C’s were first published: 25 September 2020

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.	Competition name:	Spend and Win
2.	Promoter’s details:	This Competition is conducted and organized by Goldfields Mall (“ Mall ”) and offered by The Pivotal Fund (Pty) Ltd (Registration Number: 2005/030215/07) (“ Landlord ”). 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 Competition a participant (“ Participant ”) must be in possession of a valid South African identity document or passport. If the Participant is younger than the age of 18 (eighteen), he/she must be able to show consent by a guardian or parent. A Participant must have and/or have access a Facebook account or and/or have access to the internet. Participants younger than the of 15 (fifteen) years must submit their entry using a parent/ guardian’s Facebook profile. Participants are advised that standard cellular or data rates apply.
4.	Who cannot enter the Competition?	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.
5.	Competition Period:	The Competition entry will run from 1 October 2020 until 31 October 2020 (“ Entry Period ”). Any entries received after the Entry Period will not be taken into consideration.
6.	How to enter?	To enter the Competition, a Participant will be required, for the duration of the Entry Period to:

		<p>6.1. visit the Mall;</p> <p>6.2. spend a minimum of R250.00 (Two Hundred and Fifty Rand) or more on a single till slip (“Till Slip”) at any store, outlet, restaurant and/or leisure venue (“Store”) at the Mall during trading hours;</p> <p>6.3. retain and take a photo of the Till Slip;</p> <p>6.4. visit the Mall’s Facebook page on https://www.facebook.com/GoldfieldsMall/ (“Facebook”) and follow the Competition link; or</p> <p>6.5. visit the Mall’s website on https://www.goldfieldsmall.co.za/ (“Website”) and follow the Competition link;</p> <p>6.6. complete the Competition entry form (“Entry Form”), and upload the Entry Form together with the photo of the Till Slip (“Entry”);</p> <p>Upon submitting the Entry, the Participant will receive an entry confirmation from the Landlord (“Entry Confirmation”) through the method of communication selected on the Entry Form.</p> <p>Upon compliance with 6.1 – 6.6 above a Participant will automatically be deemed to have entered the Competition.</p> <p>There are no additional charges for participating in the Competition however, 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.</p>
7.	Limitation on entries	<p>A Participant may enter as many times as he/she wishes during the Competition Period but can only win once. Participants are advised that each Till Slip constitutes a single Entry and accordingly, each Till Slip may only be used once.</p>
8.	How will the winner be selected?	<p>Upon expiry of the Entry Period, the Landlord will host a live show on 6 November 2020 on Facebook (“Live Show”).</p> <p>The Entry Confirmation message sent by the Landlord to the Participant upon Entry of the Competition, will include an invitation link to join the Live Show.</p> <p>During the Live Show, the Landlord will announce 6 (six) winners (“Winners”) who will be randomly selected. This selection process will be overseen by an independent auditor.</p> <p>All Winners aged between 4 - 17 will be required to be accompanied by a parent/ legal guardian who will be required to sign the necessary indemnities to accept the prize.</p>

9.	Winners announced on:	6 November 2020
10.	The prizes	<p>Each Winner shall receive a gift voucher the value of R2 000.00 (Two Thousand Rand) (“Prize”), courtesy of the Landlord and the Participating Merchants subject to the terms and conditions that may be imposed by the Landlord and the Participating Merchants from time to time.</p> <p>None of the Prizes is transferable and will not be changed, deferred or exchanged for cash for any reason whatsoever.</p>
11.	Upliftment of prizes	<p>After the Winner has been announced, he/she must make their way to the Mall’s centre manager’s office during Mall trading hours to uplift the Prize. The Winners must: (i) appear in person and in the case of children, be accompanied by a legal guardian/ parent; and (ii) be able to furnish a copy of his/her South African 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 an indemnity prior the Prize being handed over. The Landlord reserve the right to withhold the Prize until the Winner completes same.</p>
12.	Deadline for claiming prizes	If the Winner does not collect the Prize within 14 (fourteen) days from being announced as the Winner, the Competition shall end without the Landlord awarding the Prize.
13.	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 Competition, may, subject to prevailing law, be used for future marketing activity by the Landlord and Participating Merchant, unless the Participant duly notifies the Landlord and Participating Merchant that he/ she wishes to opt-out of receiving such marketing communications. The Landlord and Participating Merchant warrant that the personal information will be treated in a confidential manner and will not be shared with any unauthorised third parties. The Landlord and Participating</p>

		Merchant will disclose personal information only if required to do so by law.
14.	The platform where these T's & C's can be found:	<p>For the duration of the Competition Period, a copy of these T's and C's can, at no cost -</p> <p>15.1 be found on the Mall's official website on https://www.goldfieldsmall.co.za/; or</p> <p>15.2 Facebook page. https://www.facebook.com/GoldfieldsMall/</p>
15.	General terms	<p>15.1 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.</p> <p>15.2 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>15.3 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>15.4 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>15.5 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>15.6 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</p>

		<p>requirements, preferences, standards or expectations.</p> <p>15.7 To the extent permissible in law, the Landlord 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 this Competition, unless the Landlord acted fraudulently or with gross negligence.</p> <p>15.8 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p>15.9 These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p>15.10 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>
16.	<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>
17.	<p>Any questions, comments or complaints regarding the Competition are to be directed to:</p>	<p>Name : Judy Moran (Marketing Manager) Telephone : 074 241 4080 Email : JudyM@redefine.co.za</p>