



Let's make Happiness our Heritage Digital Competition
("COMPETITION")

COMPETITION TERMS & CONDITIONS ("T's & C's")

Date these T's and C's were first published: 1 September 2023

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.

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| 1. | Competition | Let's make Happiness our Heritage Competition |
| 2. | | 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 must be 18 years or older, in possession of a valid South African identity document or passport. If a Participant is younger than 18 years, consent must be given by parent/guardian. Furthermore, a Participant needs to have access to a device which has access to the internet and to the following social media platform: Facebook. |
| 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 Centre, 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 will run from 1 September 2023 until 30 September 2023 (" Competition Period "). Any participation after the Competition 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 Competition Period to: i. visit the Centre's social media page on: |

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| | | <p>https://www.facebook.com/GoldfieldsMall/ ("Social Media Page");</p> <p>ii. navigate their way through the Social Media Pages to locate the Competition Post ("Post");</p> <p>iii. follow the Competition Prompts and upload a photograph representing what happiness means to them ("Photograph representing happiness"); and</p> <p>iv. submit entry.</p> <p>Upon compliance with (I-IV) above a Participant will automatically be deemed to have entered the Competition. There are no additional charges for participating in the Competition. Standard data costs apply as per the Participant's service provider and existing price plan for data usage.</p> |
| 7. | Limitation on entries | A Participant may enter as many times as possible but can only win once. |
| 8. | How will the Winner/s be selected? | Upon expiry of the Competition Period the Landlord will select 20 (Twenty) winners (" Winners ") by means of selecting the first 20 (Twenty) photographs uploaded. |
| 9. | Winner announced on | The Winner will be announced on the Centre's social media Page on/by 2 October 2023. |
| 10. | The prizes | <p>The Winners shall each receive a prize to the value of R 120.00 (One Hundred and Twenty Rand) ("Prize").</p> <p>None of the prizes are transferable and will not be changed, deferred or exchanged for cash for any reason whatsoever.</p> |
| 11. | How will the Winner/s be informed? | <p>The Landlord will contact the Winner/s using direct messaging on the Social Media Page.</p> <p>If the Landlord is unable to contact or reach the Winner within 14 (Fourteen) days of having announced the Winner, the Entry by that person will be disqualified and the Landlord shall be entitled to select the next Participant that uploaded photograph after the 20th Participant uploaded same to determine another</p> |

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| | | winner. That winner will also be contacted using direct messaging on Facebook, as soon as reasonably practicable. |
| 12. | Upliftment of prizes | <p>Once the Winner has been announced, the Winner will be contacted using direct messaging on the Social Media Page and be advised on when to go to the Centre Management offices to collect their prize.</p> <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. If a Winner is below the age of 18 years, they must be accompanied by a parent/Guardian. 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> |
| 13. | Deadline for claiming prizes | If the Winner does not collect the Prize within 14(Fourteen) days of being informed that he/she has won, the Winner shall be deemed to have automatically forfeited the Prize. |
| 14. | Data usage and Privacy policy | <p>Participants are fully aware that 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, 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. | Platform where these T's & C's can be found: | For the duration of the Competition Period, a copy of these T's and C's can, at no cost - be found on the Competition's website and Social Media Page. |

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| <p>16.</p> | <p>General terms</p> | <ol style="list-style-type: none"> I. 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. II. 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. III. 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. IV. Winners may not win any Centre 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. V. 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 Centre. Promoting platforms will include the Centre's Social Media, 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. VI. 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. VII. 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. |
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| | | <p>VIII. Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p>IX. These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p>X. 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> |
| 17. | Amendment of T's and C's | If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice. |
| 18. | Marketing Communication | <p>As stated in the Tc'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 074 241 4080 or email judym@redefine.co.za.</p> <p><i>Tick this box if you do <u>NOT</u> CONSENT to receive Marketing Information.</i> <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> |
| 19 | Any questions, comments or complaints regarding the Competition are to be directed to: | <p>Name: Judy Moran (Marketing) Telephone: 074 241 4080 Email: judym@redefine.co.za</p> |