

HAZELDEAN RETAIL TRUST

DATA BASE CAMPAIGN (“COMPETITION”)

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

Date these T’s and C’s were first published: 23 July 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:	HAZELDEAN DATA BASE CAMPAIGN
2.	Promoter’s details:	This Competition is conducted and organized by the Hazeldean Square (“ Mall ”) and is offered by Hazeldean Retail Trust (“ 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: 3.1 be 18 years or older; 3.2 be in possession of a valid passport or a valid South African identity document (in the event of the Participant being a South African citizen).
4.	Who cannot enter the Competition?	The Competition may not be entered into by any director, member, partner, employee, agent, consultant of the Landlord, or a tenant or employee of a 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 will run from 25 July 2020 until 1 August 2020 (“ Competition Period ”). Any entries received 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: 6.1 Click on the Mall’s Facebook page on https://www.facebook.com/Hazeldean-Square-/ (“ Facebook ”); or 6.2 click on the Mall’s web page on http://www.hazeldeansquare.co.za (“ Website ”); 6.3 follow the prompts to (i) complete his/her details and (ii) submit his/her answers to the questions (“ Entry ”). Upon successful completion and submission, a Participant will receive a message confirming that the Entry has been received.

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		<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 submitting his/her Entry.</p>
7.	Limitation on entries	A Participant may only enter once during the Competition Period.
8.	How will the winner be selected?	Once the Competition Period has expired, the Landlord will pick 3 (three) random winners by way of an electronic process (“ Winner/s ”). This process will be overseen by an independent attorney.
9.	Winners announced on:	<p>The Landlord will use all reasonable efforts to contact the Winner during business hours <i>via</i> Facebook Messenger or the email address which the Participant has provided in his/her Entry (“Message”). In addition, all Winners’ names will be announced on the Mall’s Facebook page.</p> <p>If the Landlord is unable to contact or reach a Winner within 14 (fourteen) days of having informed a Winner that he/she has won, the Entry by that Winner will be disqualified.</p>
10.	The prizes	<p>Each Winner shall receive a voucher to the value of R1,000.00 (One Thousand Rand) to be spent at a store located at the Mall (“Participating Merchant”), as determined by the Landlord at the Landlord’s sole discretion (“Prize”). The Prize is subject to the terms and conditions that may be imposed by the Landlord and/or Participating Merchant, 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>The Prize will be emailed to the Winners i.e. the name of the Participant as reflected in the Entry. The Prize will be emailed to the email address provided in the Message. The Winner acknowledges and accepts that she/he will be required to complete an indemnity prior to the Prize being emailed.</p> <p>The Landlord reserves the right to withhold the Prize until the Winner completes same. The Landlord cannot be held liable for any damages of whatsoever nature, howsoever arising as a result of the Prize not reaching or being delivered to the Winner on the email address provided in the Entry.</p>
12.	Data usage and Privacy policy	<p>Participants are fully aware that in order for the Landlord to offer the Competition, the Landlord and Participating Merchant 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. Email address;

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		<p>c. Mobile number; and/or</p> <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 Merchant will disclose personal information only if required to do so by law.</p>
<p>13.</p>	<p>The platform where these T's & C's can be found:</p>	<p>For the duration of the Competition Period, a copy of these T's and C's can, at no cost -</p> <p style="padding-left: 40px;">13.1 be found on the Mall's official website on www.hazeldeansquare.co.za</p>
<p>14.</p>	<p>General terms</p>	<p>14.1 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 termination.</p> <p>14.2 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>14.3 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>14.4 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>14.5 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 Merchant's 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>14.6 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 requirements, preferences, standards or expectations.</p>

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		<p>14.7 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.</p> <p>14.8 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p>14.9 These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p>14.10 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>
<p>15.</p>	<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>
<p>16.</p>	<p>Any questions, comments or complaints regarding the Competition are to be directed to:</p>	<p>Name : Elsabe Kelly-Gliddon Telephone : 082 924 5609 Email : elsabek@redefine.co.za</p>