

STORIES FROM THE CAPE FLATS (“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 1.1 Excellerate Brand Management (Pty) Ltd (“EBM”) and Liberty Promenade, the landlord being Liberty Group Limited (Registration No.: 1957/002788/06), 2 Degrees Properties Proprietary Limited (Registration No: 2017/665219/07) and managed by JHI Retail (Pty) Ltd (Registration No.: 2013/192532/07) are the Promoters of this Promotion (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 monthly from **9 September 2019** and closes at **midnight on 31 March 2020 (“Competition Period”)**. 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.
- 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 Terms and Conditions:
 - 2.4.1 The entrant must submit an inspiring true story or information describing the work they do to support individuals or communities within the Cape Flats, or their story about how they have overcome personal challenges, obstacles and adversities.
 - 2.4.2 Download the ‘Stories from the Cape Flats’ questionnaire as a guideline from the Liberty Promenade website (www.promenade.co.za) or inbox the promoter through the Liberty Promenade Facebook page to request the guidelines.

- 2.4.3 Submit your story via email on Liberty.Promenade@epsgroup.co.za or hand delivery at the Information Desk. Either the completed questionnaire or a separate submission including all relevant details highlighted in the 'Stories from the Cape Flats' questionnaire, will be accepted as a valid entry.
- 2.4.4 The participant gives consent for the Promoters to evaluate, verify and request supporting documentation to support the information and content of the entry.
- 2.5 A winner may only enter once during the Competition Period.
- 2.6 By participating in this promotion the hero (the individual who the story is about) provides the Promoters full consent to use their story in full or part in any publication and on any media platform relevant to the competition without any claim to compensation.
- 2.7 Liberty Promenade Tenants and staff may not participate in this competition.

3. PRIZES

- 3.1 Each month two winners will be eligible to receive a Liberty Promenade gift card valued R1,000 each and their stories and photographs will be featured on Liberty Promenade's social platforms and website.
- 3.2 The Winner(S) of the Prizes will be determined by means of an independent judging panel who will review all entries received over the Competition period. Two winning entries will be selected and the hero of the story may be requested to provide additional information by being interviewed and photographed. Once edited, the selected stories and photographs will appear on Liberty Promenade social media pages and website.
- 3.3 The Prize is not transferable and the Prize will not be changed or deferred for any reason whatsoever.
- 3.4 The Winners will be announced within the 2nd week of each month ("The Announcement Date") on the **Liberty Promenade Facebook page**.
- 3.5 The winner will be required to collect their prize in person at the Liberty Promenade Centre Management office in Cape Town and the prize may not be sent via courier.
- 3.6 The winners may also be invited to an exhibition by the promoter, showcasing their story and photographs to culminate the end of the campaign.
- 3.7 Once the Competition Period has expired, the Promoters will use all reasonable efforts between when the Competition ends and the Announcement Date to contact the Winners. The Winners will be contacted **telephonically** during working hours (8:30 – 17:00).
- 3.6 If the Promoters are unable to contact or reach any of the Winners, the entry by that person who cannot be contacted will be disqualified and the runner up, selected by the Promoters will then be determined as the new Winner. That Winner will also be contacted by the Promoters *via the contact details supplied* as soon as reasonably practicable.
- 3.7 Any Participant who has won a social media Competition run by the Promoters for a period of 3 (three months) immediately prior to this Competition will be precluded from entering. Should such a Participant enter and win this Competition, they shall be disqualified.

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.promenade.co.za; or
- 5.1.2 be found on the Liberty Promenade Facebook page.
- 5.2 The winners may be requested to be photographed for promotional purposes. Images may be published on Liberty Promenade social media platforms, website page, internal and external publications as well as community newspapers and shopping centre retail industry publications. No fees will be payable in this regard.
- 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 021 377 4000.