

## LIBERTY PROMENADE NEXT GENERATION 2020 COMPETITION (“PROMOTION”)

### TERMS AND CONDITIONS

The Promotion, 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 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 Promotion 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. PROMOTION RULES

- 2.1 The Promotion is open to all Mitchells Plain primary, secondary and special needs schools that are registered with the Department of Education in the Western Cape province and their learners and teachers and are South African citizens (“**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 (store owners, staff, etc.) 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 from Friday, 2 October 2020 at 12:00 and closes on Monday, 9 November 2020 at 23:59 (“**Promotion Period**”). The Promoters reserve the right to amend, modify, change, postpone, suspend or cancel this Promotion 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 Promotion, all Participants agree to be bound by them.
- 2.4 To enter the Promotion, the participating school will be required to comply with the following Terms and Conditions:
  - 2.4.1 The school will need to confirm their participation in writing by completing and submitting their registration form to the Liberty Promenade Marketing team. This can be done via email or fax to the details provided on the entry form. The

Marketing team will confirm the school's participation in writing to the e-mail supplied on the entry form.

- 2.4.2 The participating school will be required to submit a short video, outlining how they will utilise the prize money, directly relating to support for education programmes; resources and materials; support of arts, cultural or sporting development programmes; to benefit their school.
  - 2.4.3 As far as possible, to link to this year's theme entitled "Create Tomorrow", please include how you plan to Create Tomorrow for your learners.
  - 2.4.4 Teachers and/or learners featured in the video must attend the participating school, either as a learner or teacher. The names of the team members will need to be submitted in writing on the video submission form along with the video.
  - 2.4.5 Entries will need to be submitted to the marketing team via WeTransfer, the internet-based computer file transfer service (<https://wetransfer.com>), by sending the file link to [Victor.swarts@epsgroup.co.za](mailto:Victor.swarts@epsgroup.co.za) or [Najeeba.ebrahim@epsgroup.co.za](mailto:Najeeba.ebrahim@epsgroup.co.za) . Hard copies may be hand delivered at the Centre Management office, on a clearly labelled DVD or CD disc, following a strict sign-in process. USB Flash drives will not be accepted.
  - 2.4.6 The participating school will also need to complete a video submission form, listing the full names of the team members, and forwarding it the marketing team via the aforesaid email addresses. This form will be sent to the participating school upon registration.
- 2.5 The video must be clear in order to see the participants and the time length must not exceed 4 (four) minutes. Only video resolutions above 640 x 480 will be accepted. Videos exceeding the time length will not eligible for entry into the competition.
- 2.6 Unsuccessful applicants will have no claim or action whatsoever against the Promoter as a result of not being included in the competition.
- 2.7 Participating schools may submit a maximum of 3 (three) different videos as entries. Only one of these entries will be submitted to the judging panel. Participants are allowed to be as creative as possible in their videos.
- 2.8 By participating in this promotion the entrant provides the Promoters full consent to use their information, photographs and video content in any publication and on any media platform relevant to the competition without any claim to compensation.

### **3. PRIZES**

- 3.1 The prizes for the competition will be divided as follows:
- 3.1.1 The Promoter will award 6 (six) winning schools a cash payment of R10,000 (ten thousand rand) (the main prize) each, paid directly into the winning school's bank account, to the 6 (six) best videos.
  - 3.1.2 The members of the winning entries, who form part of the team that assisted in compiling, producing or featured in the video entry, will receive Liberty Promenade gift cards to the value of R4,000 (four thousand rand) (Team Prize), to be divided among the team members.
- 3.2 The Winners of the Prizes will be selected by a panel of independent judges from the pool of

eligible winners (compliant with clause 2). Winners will be announced on the 26<sup>th</sup> November 2020 (“The Announcement Date”) and contacted telephonically.

- 3.4 The prize is not transferable and the main Prize or Team prize will not be changed or deferred for any reason whatsoever.
- 3.5 The school will be contractually bound to utilise the main prize money for education programmes; resources and materials; support of arts, cultural or sporting development programmes; to benefit their school. Use of the prize money may be subject to auditing by Liberty Promenade’s independent auditors. These details will be further discussed between Liberty Promenade and the winning schools.
- 3.5 The Promoter may request the Main Prize and Team Prize winners to supply all relevant supporting documentation ie: identity documentation, learners birth certificates, proof of banking details or Affidavit in order to confirm the winners details.
- 3.6 Once the Competition Period has expired, the Promoters will use all reasonable efforts to contact the Winners. The Winners will be contacted **telephonically** during working hours (8:30 – 17:00).
- 3.7 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.

#### **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 Promotion.
- 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 Promotion where applicable unless the Participants gave their express consent to this on entry.

#### **5. GENERAL:**

- 5.1 For the duration of the Promotion 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](http://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 Promotion 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 Promotion.
- 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 Promotion can be directed to the Promoters at 021 377 4000.