

**Claim The Throne (“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 Excellerate Brand Management (Pty) Ltd (“EBM”) and K2012150042 (South Africa) (Pty) Ltd (registration number: 2012/150042/07), the entity owning The Zone@Rosebank, together are the Promoters of this competition (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 from **9h00 on 14 April 2019** and closes at **18h00 on 22 April 2019 (“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 T’s and C’s:–
 - 2.4.1 visit the Amphitheatre outside Timberland in the Zone to find the Game of Thrones chair installation (“the Chair”);
 - 2.4.2 take a selfie while seated in the Chair or have a photo of themselves taken while seated in the Chair;

- 2.4.3 visit The Zone@Rosebank Facebook page and upload their selfie or photo, whatever the case may be as envisaged by clause 2.4.2 as comment on the Competition post;
- 2.4.4 in addition to the photo or selfie as contemplated in 2.4.2, a Participant must answer the Competition question described in the Competition post;
- 2.5 Only Participants who comply with 2.4.3 and 2.4.4 will be eligible to win the Prize. The Promoters may disqualify any entry should fraud be suspected. The Promoters will not be liable for any loss suffered as a result of incomplete and/or incorrect information provided. The Promoters' decision shall be final and binding. The Promoters' liability shall be exempt in the event that a Participant is prevented from complying with the T's and C's due to using a smartphone which doesn't support the required functionality.
- 2.6 Participant may only enter once during the Competition Period.

3. PRIZES

- 3.1 One The Zone@Rosebank gift card to the value of R1 000.00 (One Thousand Rand) will be awarded to the Winner.
- 3.2 The Winner of the Prize will be determined by means of a random draw from all the entries received which will be overseen by an independent auditor.
- 3.3 The Prize is not transferable and the Prize will not be changed or deferred for any reason whatsoever.
- 3.5 Once the Competition Period has expired, the Promoters will use all reasonable efforts between 23 April 2019 and 26 April 2019 to contact the Winner during working hours (8:00 – 17:00) *via* Facebook or Facebook Messenger.
- 3.6 If the Promoters are unable to contact or reach the Winner, the entry by that person will be disqualified and a further random drawing will be conducted by the Promoters to determine another Winner. That Winner will also be contacted by the Promoters *via* Facebook or Facebook Messenger 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 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 <https://thezoneatrosebank.co.za/>; or
 - 5.1.2 be obtained from The Zone@Rosebank management during week day office hours from 8 am to 5 pm; or
 - 5.1.3 be found on the The Zone@Rosebank Facebook page.
- 5.2 The winner may be requested to be photographed for promotional purposes. Images may be published on The Zone@Rosebank's Facebook page and website page as well as community newspapers and shopping centre retail industry publications. No fees will be payable in this regard. The winner will be given the opportunity to decline the publication of their images.
- 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 011 537 3800.