

## TERMS AND CONDITIONS:

1. The Influencer Search is conducted by Excellerate Brand Management (Pty) Limited; (registration number: 2013/068414/07) ("the Promoter") on behalf of K2012150042 (South Africa) (Pty) Ltd (registration number: 2012/150042/07), the owning entity of the mall known as Gateway Theatre of Shopping.
2. Applications open **Wed, 2<sup>nd</sup> March 2022 and close at midnight on Sun 3<sup>rd</sup> April 2022.**
3. **No late or early entries will be considered.**
4. Applicants need to be over the age of 16 and will need to present their valid ID documents should they be successful. Should a 16 – 18-year-old be shortlisted, a parent/guardian's consent will be required in writing.
5. Only one entry per person is allowed. All duplicate entries will be deleted/removed.
6. No director, member, partner, employee, agent, consultant, promoter, supplier or anybody directly or indirectly involved in this competition and any spouse, life partner, immediate family member, business partner or associate of such person is allowed to participate.
7. The panel of judges' decision is final and no correspondence will be entered into.
8. The successful six influencers will be notified via e-mail or telephone no later than 13<sup>th</sup> April 2022, and will have 7 days to confirm their participation. Should the applicant decline, an alternate applicant will be chosen.
9. There will be a formal brand photo shoot during the influencer's contractual year with the mall. Images from the brand photoshoot will be used for Gateway advertising purposes on multiple platforms, as will content produced by the influencer/s for the campaign. Should you participate in the shoot, you further acknowledge that the Promoter will own all rights to any images and video content recorded. To this end, all entrants/participants waive any/all rights of whatsoever nature in respect of the submitted images and/or videos. No additional compensation (other than specified) will be awarded. The publication of said photos or video content confers no rights of ownership or royalties whatsoever by the six influencers.
10. The six influencers will be required to attend campaign launches, new store openings and other mall activities throughout the year, and will be required to give exposure to the event concerned. This will be communicated timeously.
11. The six influencers will walk away with a total of R50,000 worth of Gateway Gift Cards. These will be awarded as follows;
  - a. A R5,000 Gateway Gift Card on announcement of their appointment.
  - b. 4 x R10,000 Gateway Gift Cards awarded at quarterly intervals throughout 2022 for the following involvement:

Curate, produce, edit and post 4 x content videos and 4 x tenant experience posts/videos over the year. The theme will be discussed with the malls Marketing team prior to execution. The content should be produced at the same quality as your work sample submitted via your application, and be posted to both your own Instagram and/or Tik Tok platforms and Gateway's.
  - c. For participation in the Mall Brand Photoshoot each influencer will receive a R5000 mall gift card for participation.

- d. Tenant sponsorship on an individual basis to be facilitated through the malls Marketing team. Individual sponsors fees and cees will be shared with each influencer for both parties' approval.
12. Gift cards not transferable, exchangeable or redeemable for cash. The six influencers chosen agree to accept gift cards + tenant sponsored items at their own risk. Gift cards not collected as stipulated by the Promoter shall be forfeited and standard gift card t's & C's apply.
  13. The six influencers further authorise the Promoter to use his/her/its name in any advertisement, public notification, marketing initiative, literature or publicity without any further compensation, reasonably within the context of the campaign.
  14. In the event of the Promoter not being able to contact any one of the applicants, the Promoter reserves the right to choose another applicant.
  15. No store owners, managers or staff at Gateway Theatre of Shopping may enter the competition.
  16. This search is only open to legal residents of The Republic of South Africa.
  17. By entering the search, you agree to receive communication from Gateway Theatre of Shopping with regard to the search.
  18. By submitting your application, you grant the Promoter permission to use your application content to promote the search on other relevant platforms. You agree further that the promoter may use your name, image and any photograph/video in connection with your entry application.
  19. The personal information, as defined in the Protection of Personal Information Act 4 of 2013, which is collected from you and processed by the Promoter, is done solely with your consent and in accordance with the Promoters Privacy Policy, available at [www.gatewayworld.co.za](http://www.gatewayworld.co.za). The personal information which you provide to us in completing this application form will be processed purely for the purposes of the search. We will not share your personal information further unless the Promoter so requires in terms of law or in terms of a legitimate business purpose.
  20. You warrant that in submitting your entry application, no third-party rights including intellectual property rights were infringed and/or violated.
  21. By entering this search, you agree that you have no conflicting legal obligations and, are available to complete your assigned responsibilities and obligations between April – December 2022. You also agree that for the period you will not enter into any written agreements with, or promote another shopping centre.
  22. Applicants absolve the Promoter, its affiliates, its advertising agencies, advisors, suppliers, nominated agents and dealers from liability from any and all claims howsoever arising, including from wilful misconduct or negligent acts or omissions on the part of any such person, failure or malfunction of any server, internet connection or any other interface used by or made available to an applicant to submit an entry application in respect of the search.
  23. If you're selected as one of the six influencers of the search, you will be required to enter into a formal written agreement with the Promoter. You acknowledge and agree that you will be disqualified from the search and will not be entitled to any remuneration or tenant sponsorship if you refuse to enter into the said agreement subsequent to your announcement as one of the six influencers of the search.
  24. You understand that the Promoter may release you, without compensation, as an applicant or chosen influencer of the search, should you at any stage supply

- untruthful, inaccurate or misleading personal details and information or be found to be unfit to fulfil duties during or prior to the signing of a commitment contract.
25. Not meeting contractual obligations, not attending events as required, producing content of a poor quality or overall non-performance, may result in the influencer's gift cards being held back until a resolve is achieved. Should a resolve not be achieved, the gift cards will not be awarded, and the influencer contract may be cancelled.
  26. The Promoter reserves the right to alter or cancel the search at its discretion, without recourse.
  27. By participating in this search, all applicants agree to be bound by these official rules. The Promoter's decision regarding any matter arising out of the search shall be final and binding. No correspondence will be entered into.
  28. E & OE.

For further information or queries contact the Marketing Department of Gateway Theatre of Shopping on (031) 514 0500.