

## **WIN WITH GATEWAY (“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 Gateway Theatre of Shopping, 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 Promoters reserve the right to amend, modify, change, postpone, suspend or cancel this Competition and/or Prize 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 Enter by following the instructions on the competition post.

2.5 Any Participant who has won a Competition run by the Promoters for a period of 6 (six months) immediately prior to this Competition will be precluded from entering. Should such a Participant enter and win this Competition, they shall be disqualified.

### **3. PRIZES**

3.1 The winner is entitled to the stipulated prize on the competition post.

3.2 The Winner of the Prize will be determined by means of a random draw from all the correct entries received over the Competition period. The winner will be drawn via use of an online competition winner generator tool.

3.3 Once the Competition Period has expired and the draw has taken place, 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 during working hours (08:00 – 17:00).

3.4 The Winner will be requested to collect the Prize from Gateway Theatre of Shopping Management Offices between office hours (Monday – Friday from 08h00 to 16h00 excluding public holidays). The Winner will be requested to verify their identity by presenting a valid South African Identification Document. If the winner does not reside in KZN, the winner will be required to make appropriate arrangements to have their prize collected from the Gateway Management offices at their own cost.

3.5 If the Winner fails to collect the Prize from the Promoters within 30 days of the announcement date, the Winner will forfeit the Prize 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* email/ call as soon as reasonably possible, and will have 30 days to collect their prize.

3.6 The Prize is not transferable and the Prize will not be changed or deferred for any reason whatsoever.

### **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 Gateway website [www.gatewayworld.co.za](http://www.gatewayworld.co.za); or

5.1.2 be obtained from Gateway Theatre of Shopping during week day office hours from 08h00 to 16h00;

5.2 The winner may be requested to be photographed for promotional purposes. Images may be published on Gateway's social media channels and website page 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 This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or any other Social Network. Information provided is done so solely to the Promoters and not to any other party.

5.5 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.

5.6 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.

5.7 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.

5.8 These T's and C's will be construed, interpreted and enforced in terms of South African law.

5.9 Any questions, comments or complaints regarding the Competition can be directed to the Promoters at 031 514 0500.