

## **CAPEGATE 12 DAYS OF CHRISTMAS ENTRY RULES**

**Competition rules of Capegate Shopping Centre to stand a chance of winning one of the nineteen prizes up for grabs for the 12 Days of Christmas giveaways.**

This competition is undertaken by Hyprop Investments Limited (registration number: 1987/05284/06) and Capegate Shopping Centre ("Promoter"). These rules are the official rules of the competition ("Competition Rules"). The Competition Rules will govern and apply to this competition. Please take note of and review these Competition Rules. By your participation in the competition, you agree that these Competition Rules will govern all aspects of your relationship with the competition, the agents or advisors connected to the competition and the Promoter. The competition rules can only be modified or amended by the Promoter (in its reasonable discretion) in a written revision of these rules posted on the Capegate Shopping Centre's website or by way of any other official competition communication procedures in order to reach as wide a participating audience as is reasonably possible in the circumstances.

### **1. Eligibility and Participation**

- 1.1 The competition is organized and undertaken by the Promoter.
- 1.2 Any person who is a director, business partner, permanent/casual employee or agent of or consultant to the Promoter or any of their immediate families, including spouses, life partners, parents, children, brothers or sisters or a past permanent/casual employee who has resigned within 6 months of the competition draw or any tenants or their permanent/casual employees in the Shopping Centre or any other person who directly or indirectly controls or is controlled by the Promoter is not eligible to participate in this competition.
- 1.3 Any person who is a supplier of goods or services in connection with this competition is not eligible to participate in this competition.
- 1.4 This competition is only open to South African citizens (proof of identity must be provided in the form of an identity document/card issued by the South African government), who reside in Cape Town and who are over the age of 16/18 years.
- 1.5 A copy of the Competition Rules is available upon request via email, social media direct message or on the Capegate Shopping Centre website or from the Centre Management Office between 8am – 8pm, Monday – Friday. (Centre Management, Lower Level, Capegate Shopping Centre, Cnr. De Bron & Okavango Road, Brackenfell, Cape Town).

### **2. Entries and Closing Date**

- 2.1 The competition will run from 13 December 2017 to 24 December 2017.
- 2.2 To enter the competition participants must visit the Capegate Facebook page and complete the actions stated on each 12 Days of Christmas giveaways post.
- 2.3 Participants are limited to unlimited entries on each post.
- 2.4 The Promoter does not accept any responsibility for any entries that are lost, damaged or delayed.
- 2.5 Only entries which are displayed on the Promoter's records will be deemed to be the only successful entries in this competition.
- 2.6 The closing date for this competition is every day at 16:00. No late entries will be accepted.
- 2.7. Each winner will be drawn and announced at 16:00 every day.

### **3. Prize**

- 3.1 The various prizes will be revealed in the form of a Facebook post every day on the Capegate Facebook page, between the dates 13 – 24 December.
- 3.2 The prize is not transferable and cannot be exchanged for cash.
- 3.3 The winner(s) will be drawn and announced every day at 16:00.
- 3.4 If the winner is unable to accept the prize or in the event that the Promoter is unable to contact the prize winner telephonically or via email within 48 hours of the draw, the Promoter reserves the right to draw the prize again.

- 3.5 The Promoter reserves the right to substitute a prize of equal or greater value if the original prize is unavailable.
- 3.6 The prize winner will be required to personally collect the prize (proof of identification must be presented upon collection) from the Centre Management Office between 8am – 8pm, Monday – Friday.
- 3.7 The Promoter is not responsible for any damage to the prize on signature of receipt by the prize winner.
- 3.8 All risk and liability pertaining to the prize shall pass to the winner on signature of receipt by the prize winner.
- 3.9 The winner hereby agrees to indemnify the Promoter, its directors, its agents, permanent/casual employees (permanent/casual), its affiliates, its advertising agencies, its suppliers, its consultants or its advisors and holds the Promoter, its directors, its agents, permanent/casual employees, its affiliates, its advertising agencies, its suppliers, its consultants or its advisors harmless against all and any claims as a result of any defective or damaged prize awarded to any winner.

#### 4. **Selection of the Prize Winner**

- 4.1 The winner will be randomly selected by means of a certified method of selection.
- 4.2 The prize winner will be the first entry drawn by lot or chance by the judge.
- 4.3 The winner will be announced on Facebook and the prize winner's name will be published on the competition post within 4 days of the draw.
- 4.4 The prize winner agrees to participate in any and all advertising, promotion and/or other commercial activities relating to the prize draw and consents and agrees that their photograph, image, likeness and/or voice may be used by Canal Walk in all related promotional activity without any rights of prior approval or inspection.

#### 5. **General**

- 5.1 The judge's decision is final and no correspondence will be entered into.
- 5.2 The Promoter reserves the right to cancel or alter any aspect of the competition or the Competition Rules at any time in the Promoter's sole discretion and without any liability.
- 5.3 If a participant contravenes these Competition Rules, the participant may, in the Promoter's sole discretion, be disqualified.
- 5.4 The Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors shall not be liable for any claim for any loss, damage or injury arising or suffered by any person entering this competition in any manner whatsoever including, but not limited to, personal injury or death, or any harm caused to any participant, or for damage, loss or destruction of any property of any participant arising from negligence by the Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors (other than gross negligence by the Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors).
- 5.5 Income taxes relating to the prizes (if any) are the sole responsibility of the prize winner.
- 5.6 The participants in this competition are aware and agree that in order for the Promoter to conduct this competition, the Promoter must collect and use the personal information obtained from the participants.
- 5.7 Any person who participates in this competition shall be deemed to have accepted the Competition Rules and agrees to be bound by them.
- 5.8 The laws of the Republic of South Africa shall govern this competition.

#### 6. **Data Protection**

- 6.1 By submitting an entry into this competition, participants are sending their personal information to the Promoter who will at all times process their personal information in accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"). All information will be treated in

accordance with the Promoter's Privacy Policy available at <https://capegatecentre.co.za/privacy-policy/> ("**Privacy Policy**").

- 6.2 By entering the competition, participants hereby agree to the Promoter's Privacy Policy.
- 6.3 By entering the competition, participants agree to the Promoter sending them e-newsletter communications.
- 6.4 Where participants have consented to receiving marketing materials from sponsors of prize draws, participants understand that their personal information will be treated in accordance with the sponsor's privacy policy (not the Promoter's) and that it is the sponsor who is responsible for ensuring that the participant's personal information is treated in accordance with POPIA. Should participants have any queries or complaints in relation to a sponsor's treatment of their personal information, the participant must refer that complaint directly to the sponsor.