

**LIBERTY MIDLANDS MALL LEVEL 3 LOCKDOWN CUSTOMER SURVEY (“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 Midlands Mall, 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 residents who are 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 (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 Survey runs from Friday, 19 June 2020 and closes on Friday, 3 July 2020 at midnight (**“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, a Participant will be required to comply with the following Terms and Conditions:

2.4.1 **Customer Survey:** The Participant must complete the online survey by clicking on the provided link displayed in the newsletter, website or mall social media channels.

2.4.2 The entrant must complete all the required fields of the survey which will include their contact details (name, contact number & email address)

2.5 A participant will only be allowed to complete the survey once from their device.

2.5 By participating in this promotion, the entrant provides the Promoters full consent to use their information in any publication and on any media platform relevant to the competition without any claim to compensation.

### **3. PRIZES**

3.1 Two participants, completing the Level 3 lockdown customer survey will receive a Liberty Midlands Mall gift card valued at R1 000 each.

3.2 Liberty Midlands Mall gift card winners will be contacted via telephone or email and announced on Monday, 6 July 2020 (“The Announcement Date”).

3.3 The winner(s) of the prizes will be determined randomly from the base of eligible entrants during the Competition period.

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

3.5 The Liberty Midlands Mall gift card winner will be required to collect their prize in person at the Liberty Midlands Mall Centre Management office in Pietermaritzburg and the prize may not be sent via courier. The Promoter may request relevant supporting documentation ie: identity documentation or Affidavit.

3.6 Once the Competition Period has expired, 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 **telephonically** during working hours (09:00 – 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.midlandsmall.co.za](http://www.midlandsmall.co.za); or

5.1.2 be found on the Liberty Midlands Mall Facebook page.

5.2 The winners may be requested to be photographed for promotional purposes. Images may be published on Liberty Midlands Mall 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 033 341 9570.