



Kyalami Corner Drive-in Ticket Giveaway Digital Competition

("COMPETITION")

COMPETITION TERMS & CONDITIONS ("T's & C's")

Date these T's and C's were first published: 21 July 2023

Date these T's and C's were last changed: N/A

These T's & C's, as may be amended from time to time, explain your rights and duties in respect of the Campaign. If you take part in this Competition and/or accept any prize, these T's and C's will apply to you. Please read the T's and C's carefully and pay special attention to all the terms printed in bold.

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| 1. | Competition name: | Drive-in Ticket Giveaway Competition |
| 2. | | This Competition is promoted and conducted by Kyalami Corner (" Mall ") and offered by The Pivotal Property Fund Limited (Registration Number: 2005/030215/06) (" Landlord "). In these T's & C's we refer to the above promoter(s) as "the Landlord" and the entrants as "the Participant(s)" or "you". |
| IMPORTANT INFORMATION | | |
| 3. | <u>Eligibility:</u> Who may enter the Campaign?" | <p>This Competition is open to all Participants who are 18 years or older, in possession of a valid South African identity document or passport and residing in/or around Midrand.</p> <p>If the Participant is younger than 18 years old, the Participant must be able to show consent by a guardian or a parent and be accompanied by such guardian or parent if the Participant receives a prize.</p> <p>Furthermore, a Participant needs to be in possession of an internet enabled device ("Device") such as a cellular phone, tablet and/or laptop.</p> |
| 4. | Who cannot enter the Campaign? | The Competition may not be entered into by any director, member, partner, employee, agent, consultant, tenant of the Landlord at the Centre, the marketing service providers and/or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members. |
| 5. | Competition Period: | The Competition will run from 21 July 2023 until 25 July 2023 (" Competition Period "). Any entries received after a Competition Period will not be taken into consideration. |



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| <p>6.</p> | <p>How to enter?</p> | <p>To enter the Competition, a Participant will be required, for the duration of the Competition Period to:</p> <ul style="list-style-type: none"> i. Visit the Mall's social media page on: https://www.facebook.com/KyalamiCorner/ and/or https://www.instagram.com/kyalami_corner/. ("Social Media Pages"); ii. Navigate their way through the Social Media Pages to locate the competition post ("Post"); iii. Follow the Competition prompts and name three new or upcoming shops at the Mall on the Post; iv. Comment with the preferred date to take part in the event between Friday and Saturday; and v. Submit entry ("Entry"). <p>Upon compliance with i – iv above, a Participant will automatically be deemed to have entered the Competition. There are no additional charges for participating in the Competition.</p> |
| <p>7.</p> | <p>Limitation on entries</p> | <p>A Participant may enter as many times as s/he wishes during the Competition Period and can only win once per draw.</p> |
| <p>8.</p> | <p>How will the Winner/s be selected?</p> | <p>Upon the expiry of the Competition Period, the Landlord will select 8 (Eight) winners ("Winner") through a random excel selection draw which will be overseen by an independent auditor.</p> |
| <p>9.</p> | <p>Winner announced on</p> | <p>The Winner will be announced on the Mall's Social Media Pages on or by 26 July 2023 or at any such date the Landlord deems fit.</p> |
| <p>10.</p> | <p>The prizes</p> | <p>The Winners shall each receive 1 (One) of 4(Four) tickets for an upcoming Kyalami Corner Drive-In event to be held on 28 July 2023 or 1(One) of 4(Four) tickets for an upcoming Kyalami Corner Drive-In event to be held on the 29th of July 2023. ("Prize"). The Prize is courtesy of the Landlord and is subject to the terms and conditions that the Landlord may impose from time to time.</p> |



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| | | <p>None of the prizes are transferable and will not be changed, deferred, or exchanged for cash for any reason whatsoever.</p> |
| 11. | How will the Winner/s be informed? | <p>The Landlord will use all reasonable efforts to contact the Winner during trading hours telephonically.</p> <p>If the Landlord is unable to contact or reach the Winner within 48 (Forty-Eight) hours of having announced the Winner, the Entry by that person will be disqualified. The Landlord will be entitled to select another Winner thereafter randomly. That Winner will also be contacted telephonically</p> |
| 12. | Upliftment of prizes | <p>Once the Winner has been announced, the Winner must immediately make their way to the centre management offices (“Centre Management”) located at the Centre between 08h00 - 17h00 (“Trading Hours”) Monday to Friday to uplift the Prize.</p> <p>The Winner must: (i) appear in person; and (ii) be able to furnish a copy of his/her identity document or valid passport upon upliftment of the Prize. The Winner acknowledges and accepts that s/he will be required to complete a waiver before the prize can be handed over. The Landlord reserves the right to withhold the Prize until the Winner completes same.</p> |
| 13. | Deadline for claiming prizes | <p>If the Winner does not collect the Prize within 48 (Forty-Eight) hours of being informed that he/she has won, the Winner shall be deemed to have automatically forfeited the Prize.</p> |
| 14. | Data usage and Privacy policy | <p>Participants are fully aware that in order for the Landlord to offer the Campaign, the Landlord may collect and use the personal information of the Participants. The personal information may include but is in no way limited to a Participant’s:</p> <ul style="list-style-type: none"> a. First name and surname; b. Physical address; c. Email address; d. Mobile number; and/or e. Images/ photographs. f. <p>Personal information which a Participant provides to the Landlord when entering the Campaign, may, subject to prevailing law, be used for future marketing activity by the Landlord, unless the Participant duly notifies the</p> |



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| | | <p>Landlord that he/she wishes to opt out of receiving such marketing communications. The Landlord warrants that the personal information will be treated in a confidential manner and will not be shared with any unauthorised third parties. The Landlord will disclose the personal information only if required to do so by law.</p> |
| <p>15.</p> | <p>Platform where these T's & C's can be found:</p> | <p>For the duration of the Competition Period, a copy of these T's and C's can, at no cost -</p> <ol style="list-style-type: none"> I. be found on the following website: https://kyalamicorner.co.za/what-s-on/ II. Facebook: https://www.facebook.com/KyalamiCorner/ III. Instagram https://www.instagram.com/kyalami_corner/ |
| <p>16.</p> | <p>General terms</p> | <ol style="list-style-type: none"> I. The Landlord reserves the right to terminate the Competition with immediate effect before the end of the Competition Period at any time, if deemed necessary in its sole discretion or if circumstances arise outside of its control. No Participant will have any claim against the Landlord for such a termination. II. The Landlord shall not be responsible for any loss or misdirected entries, including but not limited to entries that were not received due to any failure of hardware, software, or other computer or technical systems affecting participating in the Campaign. III. Participation in the Competition constitutes automatic acceptance of the T's and C's contained herein and the Participant agrees to abide by the T's and C's. IV. Winners may not win any Centre Competition more than once in a 30-day period. Any winners drawn who have won in the last 30 days will be disqualified from any such Competition and another winner will be drawn. V. All Winners in respect of the Competition may be requested to be photographed so that their photographs may be used for future promotional purposes in relation to the Centre. Promoting platforms will include the Centre Social Media, website page and shopping centre retail industry publications. No fees will be payable in this regard. The Winners will be given the opportunity to decline the publication of their images. |



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| | | <p>VI. The Landlord does 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 or that the aforesaid Prizes will meet the Participant's unique requirements, preferences, standards or expectations.</p> <p>VII. To the extent permissible in law, the Landlord is 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 this Campaign, unless the Landlord acted fraudulently or with gross negligence.</p> <p>VIII. Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p>IX. These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p>X. The Landlord will make a final and binding decision in respect of all matters relating to the results, qualifiers and disputes relating to the Competition and no correspondence will be entered into.</p> |
| <p>17.</p> | <p>Amendment of T's and C's</p> | <p>If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice.</p> |
| <p>18.</p> | <p>Marketing Communication</p> | <p>As stated in the Tc's and C's, the Participant agrees that by participating in the Competition, and by completing the Entry Form and indemnity respectively, they grant consent to the Landlord to retain their contact details on its database for purposes of receiving Marketing Information.</p> <p>Should the Participant, prefer not to receive Marketing Information, and does not prefer to have their contact details retained by the Landlord, they may tick the box below and/or notify the Landlord by contacting the Landlord on 010 020 6800 or email daphneyt@redefine.co.za</p> |

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| | | <p>Tick this box if you do <u>NOT</u> CONSENT to receive Marketing Information. <input type="checkbox"/></p> <p>Should the Participant have granted consent, and soon thereafter prefers not to receive Marketing Information, the Participant may contact the Landlord on the aforementioned contact details.</p> |
| 19. | Any questions, comments or complaints regarding the Competition are to be directed to: | Name: Daphney Teffo (Marketing Manager) Telephone: 010 020 6800 Email: daphneyt@redefine.co.za |