

**LOFTUS PARK RETAIL CENTRE: Sports Central Promotions
TERMS AND CONDITIONS ("PROMOTION")**

This Promotion, conducted and organised by Loftus Park Retail Centre, 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 This Promotion is promoted by Redefine Properties Limited (Registration Number: 1999/018591/06) ("**Landlord**").
- 1.2 **The Landlord will make a final and binding decision in respect of all matters relating to the results, qualifiers and disputes relating to the Promotion and no correspondence will be entered into.**
- 1.3 If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice.

2. RULES

- 2.1 To enter the Promotion a participant ("**Participant**") must be in possession of a valid South African identity document. If the Participant is younger than 18 years old, the Participant must be able to show consent by a guardian or parent and be accompanied by such guardian or parent, if the Participant receives a prize.
- 2.2 The Promotion may not be entered into by any director, member, partner, employee, agent, consultant, and tenant of the Landlord, 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.
- 2.3 The Promotion will run on a monthly basis until further notice ("**Promotion Period**"). Any entries received after the Promotion Period will not be taken into consideration.
- 2.4 To enter the Promotion, a Participant will be required to, for the duration of the Promotion Period to follow competition prompts.
- 2.8 **Upon compliance with 2.4 a Participant will automatically be deemed to have entered the Promotion.**
- 2.9 A Participant may enter as many times as he/she wishes, but can only win once.

3 PRIZES

- 3.1 The monthly giveaway will vary every month and will be communicated via all promotional material.
- 3.2 The Landlord will use reasonable efforts to contact the prize winner during working hours (8am until 5pm) via the Facebook account entrant used to "like" the Loftus Park Facebook Page during the Promotion Period or contact number provided.
- 3.3 If the Landlord is unable to reach the monthly prize winner after drawing his/her draw for whatsoever reason, such a prize winner will be disqualified and the draw of a replacement entry shall take place.
- 3.4 Such a replacement winner shall be contacted by the Landlord via the Facebook account entrant used to "like" the Loftus Park Facebook Page during the Promotion Period or contact number provided as soon as reasonably practicable and shall be required to respond to the Landlord set out in such correspondence.

- 3.6 In accepting the monthly prize, the prize winner undertakes to provide the Landlord with any reasonable information to enable it to adhere to the provisions of *inter alia* the Consumer Protection Act, No 68 of 2008.
- 3.7 **The Prize is not transferable and may not be deferred, changed or exchanged for cash and/or any other products.**

4. GENERAL:

- 4.1 For the duration of the Promotion Period, a copy of these T's and C's can, at no cost:
- 4.1.1 be found on the following website (promotion page) www.loftuspark.co.za, or;
- 4.1.2 be obtained from Loftus Park Centre management during week day office hours from 8 am to 5 pm, or;
- 4.2 **The Landlord reserves the right to terminate the Promotion with immediate effect at any time prior to the end of the Promotion Period, 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.**
- 4.3 **Participation in the Promotion 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.**
- 4.4 All winners in respect of the Promotion may be requested to be photographed so that their photographs may be used for future promotional and/or post promotion purposes in relation to Loftus Park. Promoting platforms will include the Facebook page of Loftus Park as well as community newspapers. No fees will be payable in this regard. **The winners will be given the opportunity to decline the publication of their images.**
- 4.6 **The Landlord does not make any representations or give any warranties, whether express or implicit, that the Participant's Prize will meet the Participant's unique requirements, preferences, standards or expectations.**
- 4.7 The winner will be determined by an audited random draw overseen by a judge selected by the Landlord.
- 4.8 **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 the Promotion, unless the Landlord acted fraudulently or with gross negligence.**
- 4.9 Nothing contained in these T's and C's is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Landlord, or the Participant in terms of the Consumer Protection Act, No 68 of 2008.

5. SOUTH AFRICAN LAWS

- 5.1 These T's and C's will be construed, interpreted and enforced in terms of South African law.
- 5.2 A Participant's information will be used only in accordance with the provisions of the Protection of Personal Information Act, No 4 of 2013.
- 5.3 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.
- 5.4 Any questions, comments or complaints regarding the Promotion can be directed to the Landlord at Tel 011 283 0110 or 0860DEFINE.