



COMPETITION RULES

MOJANATION CC JOBURG SHOPPING FESTIVAL COMPETITION

This Competition is organised by the Promoter (as defined below). These Competition Rules set out what you need to do to enter the Competition, how to be a possible winner and any restrictions or conditions that will be imposed on you. It is very important for you to understand these Rules. By entering the Competition, you agree to participate in accordance with these Rules.

Special note must be taken of all clauses that have been inserted in bold. Please ensure that you understand the consequences of these clauses in particular.

1. Definitions

- 1.1 **"Affiliates"** means the Promoter's affiliates, including the Gauteng Tourism Authority, City of Johannesburg and UnionPay International;
- 1.2 **"Cash Prize"** means the prize which will be awarded to five (5) winners, who will be selected based on a Transaction and a Correct Answer. Each of the five (5) winners will win R25 000, courtesy of Cadbury Dairy Milk.
- 1.3 **"Competition"** means the MojaNation Exchange competition where Entrants are randomly selected according to these Rules to win Prizes if they enter the Competition in compliance with the entry requirements set out in the Competition Rules;
- 1.4 **"Competition Period"** means the period beginning on 28 July 2016 and ending at 10h30 on 9 August 2016;
- 1.5 **"Entrant"** or **"you"** means any person who meets the entry requirements as set out herein and enters into the Competition;
- 1.6 **"Grand Prize"** means the prize which will be awarded to five Grand Prize winners, who will be selected based on a Transaction. Each of the five (5) Grand Prize winners will win one (1) Chevrolet Spark.
- 1.7 **"Daily Prizes"** means any of the following prizes any of which may be awarded to each winner at the Participating Malls (except for Maponya Mall):
 - 1.7.1 four tickets to the Standard Bank Joy of Jazz 2016;
 - 1.7.2 a pair of tickets to the Soweto Wine Festival 2016;
 - 1.7.3 a shopping voucher to the value of R5 000 from Sandton City Shopping Centre;
 - 1.7.4 a shopping voucher to the value of R5 000 from East Rand Mall;
 - 1.7.5 shopping vouchers to the value of R5 000 from the Oriental Plaza;
 - 1.7.6 a Bill Harrop's "Original" Balloon Safari hot air balloon ride for two;
 - 1.7.7 a pair of regional return SAA tickets;
 - 1.7.8 an MSC cruise for the selected winner plus a guest which will depart from Durban, South Africa on a date agreed between the winner and MSC cruises and which will disembark from Durban, South Africa. This prize must be taken up before June 2017;
 - 1.7.9 a getaway at Sun City for two;

- 1.7.10 an African Escape spa voucher from the Four Seasons Spa Westcliff for two;
- 1.7.11 a dinner at Luke Dale Roberts x the Saxon for two;
- 1.7.12 a Canon bundle from Kameraz worth R6 300;
- 1.7.13 a luggage set from The Matador worth R5 597;
- 1.7.14 a voucher to the value of R5 000 from Subwear;
- 1.7.15 a voucher to the value of R5 000 from Khaliques;
- 1.7.16 a sunglasses hamper from Spec-Savers worth R5 070;
- 1.7.17 any other “Daily Prizes” as designated by the Promoter.

1.8 **“Joburg Shopping Festival”** means the shopping festival which will take place in and around Sandton City, Nelson Mandela Square, Rosebank Mall, East Rand Mall, the Oriental Plaza and Maponya Mall during the Competition Period.

1.9 **“Judge”** means, subject to what is set out herein, the person responsible for selecting a Prize Winner, whether as part of the Grand Prize draw or otherwise.

1.10 **“Participating Retail Store”** means the stores participating in the Joburg Shopping Festival and this Competition;

1.11 **“Participating Mall”** means the six malls participating in the Joburg Shopping Festival 2016: Sandton City Shopping Centre, Nelson Mandela Square, Rosebank Mall, East Rand Mall, the Oriental Plaza and Maponya Mall. Nelson Mandela Square will be considered an effective part of Sandton City for the duration of the festival for the purposes of these Rules;

1.12 **“Prize”** or **“Prizes”** means the Grand Prize, the Cash Prize and the Daily Prizes, individually or collectively. These Prizes may not be available at all of the Participating Malls;

1.13 **“Promoter”** means MojaNation CC (Registration number: 1998/029432/23), a Close Corporation with limited liability duly incorporated in accordance with the laws of South Africa, organisers and owners of the Joburg Shopping Festival event;

1.14 **“Rules”** means these Competition Rules;

1.15 **“Transaction”** means any successful point of sale purchase at a Participating Retail Store in a Participating Mall at the Joburg Shopping Festival in an amount of at least R250.

1.16 **“Correct Answer”** means an answer submitted on the Joburg Shopping Festival survey (or “electronic entry card”) which matches the predetermined amount of Cadbury Dairy Milk Bubbly chocolate slabs displayed inside each Chevrolet Spark during the festival. There may be more than one correct answer submitted over the course of the festival.

2. Entry Requirements

2.1 You must comply with the following requirements in order to be eligible to enter the Competition for the chance to win a Prize:

2.1.1 You must be 18 years or older;

2.1.2 You must not be a director, member, partner, employee, franchisee, agent of, or a consultant to the Promoter or its Affiliates, including tenants in Participating Malls, nor an immediate family member, employee, business partner and/or business associate of such director, member, partner, employee, franchisee, agent or consultant or marketing service provider in relation to this Competition;

2.1.3 In relation to the Grand Prize and the Daily Prizes, you must complete a Transaction as defined above during the Competition Period;

2.1.4 In relation to the Cash Prize, you must complete a Transaction during the Competition Period and submit a Correct Answer;

2.1.5 You must provide the Promoter with any personal information as referred to in clause 8.1 hereunder and the Promoter shall be entitled to use such information in accordance with clause 8 below;



2.1.6 In relation to the MSC cruise and SAA return tickets referred to under the Daily Prizes above, you must hold a valid passport and any other travel documents required in order for you to enjoy the above Prizes. Moreover, you may be required to sign any relevant documentation with the cruise-line, air-service and or any other relevant parties as required for the purpose of travelling.

2.2 You may be contacted by the Promoter or the Promoter's agent to confirm that you comply with the above requirements and, in such circumstances, you agree to provide any further information or documentation requested by the Promoter or the Promoter's agent. If you are contacted in this way it does not mean that you have been selected as a winner of a Prize.

2.3 A failure to provide written confirmation (if requested) and supporting documents to show that you satisfy these requirements may result in your disqualification from the Competition.

2.4 If a Prize winner is selected (in any manner as envisaged in these Rules), but such Prize winner fails to meet the requirements set out in these Rules, then such Prize winner will be disqualified from receiving a Prize and the Promoter shall be entitled to award such Prize to another Entrant.

2.5 You must submit a valid entry, in accordance with these Rules, within the Competition Period.

3. How to enter for a chance to win a Prize

3.1 The first step is to make at least one successful Transaction, as defined above, during the Competition Period.

3.2 The original till slip must be produced to be verified by the Joburg Shopping Festival ambassador.

3.3 Provided that such entry is so validated, you will be required to complete an electronic survey and an electronic entry card on which you must complete your full name, cellular number, e-mail address and country of residence (including province of residence if residing in South Africa).

3.4 In relation to the Cash Prize, in addition to what is set out above, you must submit a Correct Answer while completing the electronic entry card.

3.5 In relation to all of the above Prizes, you will be entitled to submit as many transaction entries as you desire, provided that you fulfil the entry requirements and validly complete the required steps to enter as provided for herein. Each till slip which proves a Transaction as defined herein may be submitted as proof of purchase and, regardless of the amount of the Transaction as evidenced by the till slip, such slips may be submitted as proof of one Transaction only. For the purpose of clarity and by way of example, if an Entrant wishes to enter the draw for the Grand Prize after spending R1,000 and such Entrant submits a till slip which evidences the Transaction, then the submission of the slips and the compliance with the other entry requirements will constitute one entry only.

3.6 Incomplete, lost, misdirected, illegible, damaged, or undelivered purchase slips and incomplete entries that are delayed beyond the closing date and time will not be considered.

3.7 The Promoter will not be responsible for any entries that were not completed properly or delivered.

3.8 The submission of purchase information and any documents required in order to enter the Competition, as referred to above, must take place during the Competition Period. Entries submitted after the Competition Period will not be considered.

3.9 Any costs associated with you entering this Competition are your responsibility and the Promoter shall under no circumstances whatsoever be liable to you for such costs (including damages, losses, expenses or otherwise).

4. Competition Mechanics

4.1 The Competition will run for the Competition Period.

4.2 Once you have successfully entered the Competition via the entry mechanism referred to in clause 3 above, you will be eligible to win a Prize. The winners of the Prizes will be randomly selected at a draw conducted by the Promoter. All Prize winners will be randomly selected from the base of eligible



Entrants by an independent third party.

4.3 Where any instructions or notifications are sent by SMS, the Promoter is not responsible for SMSes not received due to any cause whatsoever. If you enter the competition and do not receive an SMS which the Promoter is due to send to you, then it shall be your responsibility to follow this up with the Promoter. Should you not follow this up with the Promoter, then it shall be deemed that you received the SMS.

4.3.1 **The Grand Prize** draw will take place between 12h00 and 14h00 on 9 August 2016, subject to any changes which the Promoter may notify you of via SMS to the cell number provided by you. The Winners of this Prize must be present at the Joburg Shopping Festival stand in the Participating Mall at which such Winner submitted his/her entry on 9 August 2016 in order to be eligible to win.

One winner will be selected electronically for each of the following five Participating Malls: Sandton City Shopping Centre, Rosebank Mall, East Rand Mall, the Oriental Plaza and Maponya Mall. Entries received at Nelson Mandela Square and Sandton City Shopping Centre will be pooled for the Sandton City Shopping Centre Prize winner.

All entrants will receive an SMS with instructions regarding their participation in the winner announcement on 8 August 2016.

It is your responsibility to be present at the announcement. The Promoter accepts no responsibility for winners who are not present to claim their prize.

The winner's name will be announced three (3) times where the announcement take place, and if they do not present themselves at the stand with a valid form of ID within ten (10) minutes of the first call, as recorded by a designated clock on the stand, then another winner will be drawn from the remaining finalists, and so on until a winner has been confirmed. There will be a total of five (5) finalists drawn.

If no winners are present at the Participating Mall, the finalist whose name was announced first will be contacted telephonically up to three (3) times on the cellular number provided upon entry. Should this winner not be contactable, the next of the finalists will be called, and so on until a winner can be contacted. Should the Promoter be unable to contact any of the finalists, the Prize handovers may be delayed at the Promoter's full discretion.

4.3.2 **The Daily Prize** winner draws will take place at or around 7pm on each day of the Competition Period in respect of entries made on such day only. One winner will be selected at each of the following four Participating Malls: Sandton City Shopping Centre, Rosebank Mall, East Rand Mall and the Oriental Plaza. Entries received at Nelson Mandela Square and Sandton City Shopping Centre will be pooled for the Sandton City Shopping Centre Prize winners. Maponya Mall entrants are eligible to win the Grand Prize and the Cash Prize only; no Daily Prizes will be awarded at this Participating Mall.

The winner of each Daily Prize will be notified via SMS after being selected on or about the following day on which the draw takes place and will subsequently be announced on the Joburg Shopping Festival social media platforms (Facebook and Twitter).

The winners of the Daily Prizes will be contacted via SMS and via e-mail (where an email has been supplied) by the Promoter or its agent a maximum of three (3) times after the draw. If the



Promoter or its agent is unable to contact a Daily Prize winner after making the attempts to do so as referred to above before 1 September 2016, the Promoter reserves the right to have another winner randomly selected by an independent third party from the base of eligible Entrants or not award the Prize. In that event, the winner initially contacted will not win a Prize.

Winners of the Daily Prize will be able to collect their Prize from the Joburg Shopping Festival stand at the Participating Mall in which they entered before the end of the Competition Period. If this is not possible, another collection option may be agreed upon by the Winner and the Promoter at the Promoter's discretion.

4.3.3 The Cash Prize draw will take place between 12h00 and 14h00 on 9 August 2016 subject to any changes which the Promoter may notify you of via SMS to the cell number provided by you. The Winner of this Prize must be present at the Joburg Shopping Festival stand in the Participating Mall at which such winner submitted his/her entry on 9 August 2016 in order to be eligible to win.

The winner will be randomly drawn from all Correct Answers submitted over the course of the Competition Period. If no Correct Answers have been submitted, the winner will be randomly drawn from the answers closest to the Correct Answer. There will be one winner at each of the following five Participating Malls: Sandton City Shopping Centre, Rosebank Mall, East Rand Mall, the Oriental Plaza and Maponya Mall. Entries received at Nelson Mandela Square and Sandton City Shopping Centre will be pooled for the Sandton City Shopping Centre Prize winner.

The winner's name will be announced three (3) times, and if they do not present themselves with a valid form of ID within ten (10) minutes of the first call, as recorded by a designated clock on the stand, then another winner will be drawn from the remaining finalists, and so on until a winner has been confirmed. There will be a total of five (5) finalists drawn.

If no winners are present at the Participating Mall, the winner whose name was announced first will be contacted telephonically up to three (3) times on the cellular number provided upon entry. Should this winner not be contactable, the next of the finalists will be called, and so on until a winner can be contacted. Should the Promoter be unable to contact any of the finalists, the Prize handovers may be delayed at the Promoter's full discretion.

5. The Prizes

5.1.1 Should you win one of the five (5) cars as part of the Grand Prize, you will be required to collect your car from the Chevrolet Dealership designated by the Promoter. The winners of the Chevrolet Sparks all undertake to register, insure and transport or drive their respective cars to their final destination and remove the coloured wrap should you wish to do so at your own cost. All costs associated with you travelling to Johannesburg and/or travelling to the designated dealership to take delivery of your prize will be borne solely by you. For the purpose of clarity, neither the Promoter nor any of its Affiliates shall be responsible for any travel, accommodation and/or any other costs associated with you taking delivery of the car. The Promoter cannot be held responsible for any cost or documentation required for car registration.



5.1.2 Should you win the boat cruise as referred to under “Daily Prizes” above, you will be required to present yourself at the port in Durban, South Africa on the dates decided by MSC Cruises. All costs associated with you travelling to Durban, as well as any other costs associated with you leaving Durban, will be borne by you. Neither the Promoter nor its Affiliates shall be responsible for any travel, accommodation or any other costs associated with you enjoying the boat cruise.

6. General – Prizes

6.1 The Prizes are non-transferable, non-refundable and cannot be redeemed for cash.

6.2 The Judges’ decisions in respect of the winners of the Prizes is final and no correspondence will be entered into. The Promoter reserves the right to make the final decision on the drawing of all Prizes and undertakes to award these prizes fairly and according to these terms and conditions, to the best of their ability.

6.3 Upon receipt of the winner’s notifications, the Promoter may, to the extent necessary, provide further instructions relating to the redemption of the Prizes awarded. Prizes which are capable of being collected and which are not made available at the venue where the winner is determined will be made available to winners for collection at an address to be advised. The Promoter shall not be liable for any losses, harm or damage caused to the prizes which are incurred in the course of being collected or delivered.

6.4 The description of each Prize is provided by the supplier to the Promoter and such descriptions are correct at the time of publication of these Rules. Notwithstanding the foregoing, the Promoter reserves the full right to substitute any or all Prizes(s) awarded to the winners with alternative prizes, provided that such alternative prizes are of equal or greater value to the Prize initially awarded.

6.5 All taxes, licence registration and fees, and any other costs that may be payable as a consequence of receiving a Prize are the sole responsibility of the winner of such Prize.

6.6 The Promoter will not be liable to pay for any accommodation, travel arrangements or any other costs which the winners of any Prizes are required to pay in order to enjoy such Prizes. Any and all such costs shall be borne by the Prize winners.

7. Limitation of liability

7.1 The Promoter and its Affiliates will not be liable to any Entrant, his/her legal representatives or any third party for any losses, damages, costs, claims, injuries or death in connection with such Entrant’s entry into the Competition, the selection of winners, any of the Prizes or making use of any of the Prizes.

7.1.1 This clause means that you will be entering the Competition at your own risk and the Promoter and its Affiliates will not be responsible to you for any harm you suffer as a result of entering the Competition.

7.1.2 If you or any third party sustains any loss, injury or death in connection with entry into the Competition, the selection of winners, any of the Prizes or making use of any of the Prizes, you or any third party will not be able to sue the Promoter, its Affiliates or any of their directors, employees or any agents.

7.1.3 If any third party suffers harm because of your participation in the Competition, you will be responsible to the third party and not the Promoter or its Affiliates.

7.2 The Promoter may amend these Rules at any time before or during the Competition Period and will put a notification of the amendment on its website at www.joburgshoppingfestival.co.za. Neither the Promoter nor its Affiliates will incur any liability in this regard.



7.3 Winners who fail to redeem their Prize within the period in which the Prize is made available for redemption shall be deemed to have forfeited their right to receive such Prize. Subject to what is set out above, should a winner not take any necessary steps which he/she is required to take in order to obtain and enjoy his/her Prize, then any additional costs which may be incurred in order for such winner to receive his/her Prize will be solely for such winner's account.

8. Personal Information and use of Image for Promotional Purposes

8.1 The Promoter and its Affiliates will collect, process, transfer and keep certain information about the Entrants and Prize winners for the purposes of the Competition, and in relation to the survey referred to herein, and also to comply with the Consumer Protection Act of 2008 and other relevant legislation. This information may include but may not be limited to your name, age, identity number, contact details, Transactions and related data, and other information obtained as a result of your entry in the Competition or obtained pursuant to your existing relationship with the Promoter ("personal information").

8.2 Any personal information, will:

8.2.1 be used solely in connection with the Competition or the Joburg Shopping Festival; and

8.2.2 will be transferred to the Promoter and/or its Affiliates, the Promoter's and the Affiliate's agents and vendors, for the purposes of the Competition, and any other third party if you consent.

8.3 By entering the Competition, you consent to the Promoter displaying your name on the Promoter's website www.joburgshoppingfestival.co.za and on the Promoter's social media platforms in the event that you are selected as a Prize winner.

8.4 The Promoter will retain your personal information after the conclusion of the Competition for the purposes of informing you about future competitions or promotions. You may opt out of being contacted by the Promoter at any time during the Competition Period.

8.5 The Promoter will keep your personal information secure and store it in accordance with all applicable laws and will not transfer such information to any third parties other than as permitted and consented to by you in terms of these Rules.

8.6 By entering the Competition, you consent to the Promoter and its Affiliates using your personal information as set out in this clause 8.

8.7 The Promoter hereby invites you to permit the Promoter to use your name, image and likeness and to take photographs and record video footage of you for the purpose of promoting the Competition and any future competitions conducted by the Promoter. You are hereby afforded a period of FIVE (5) days from first contact regarding your winning a Prize in which to decline this invitation by notifying the Promoter at the following e-mail address: tiekie@mojanation.co.za. If you do not decline the invitation in accordance with this provision, then you hereby agree and confirm that the Promoter shall be entitled to use your name, image and likeness and to take photographs and record video footage of you for the purpose of promoting the Competition and any future competitions conducted by the Promoter.

9. Governing Law

These Rules are governed by and will be interpreted in accordance with South African law and any disputes arising out of them will be subject to the exclusive jurisdiction of the courts of South Africa.

