

SUPERHERO SHOWDOWN (“COMPETITION”)

COMPETITION TERMS & CONDITIONS (“T’s & C’s”)

Date these T’s and Cs were first published: 13th September 2024

Date these T’s and Cs were last changed: N/A

These Competition T’s & C’s, as may be amended from time to time, explain your rights and duties in respect of the Competition. If you take part in this Competition and/or accept any giveaway, 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.

1.	Name of the Competition:	Superhero Showdown Competition
2.	Promoter’s details:	This Competition is promoted and offered by Mall of the South (“Mall”) and promoted by Redefine Retail Proprietary Limited (Registration Number: 2012/079189/07) (“ 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.	Eligibility: Who may enter the Competition?”	To enter the competition a participant (“ Participant ”) will be required to, for the duration of the Competition period comply with the following: I. the Competition is open to all South African residents who are 13 years and above; II. who are in possession of a valid identity document or passport If required, a consent form will need to be signed on behalf of the winning child should they be selected as a winner.
4.	Who cannot enter the Competition?	The Competition may not be entered into by any director, member, partner, employee, agent, consultant, tenant of the Landlord at the Mall, suppliers of the mall, 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.	Entry Period:	The Competition will run from 13 – 19 September 2024 (“ Competition Entry Period ”). Any entries received after the Competition Entry Period will not be taken into consideration.
6.	How to enter?	To enter the Competition, a Participant will be required for the duration of the Competition to: I. Visit the mall’s Facebook (www.facebook.com/MalloftheSouth) and/or Instagram page(www.instagram.com/mallofthesouth) “ Social Pages ” ; II. Navigate the social page/s to locate the competition post (“ Competition Post ”);

		<p>III. Comment on the pinned post with your favorite superhero character (DC, Marvel or other) ;</p> <p>IV. Tag #MallofTheSouth and #ToysRUs in the comment;</p> <p>V. Follow prompt to submit your entry (“Entry”)</p> <p>Upon compliance with the above (I-V), a Participant will automatically be deemed to have entered the Competition.</p> <p>There are no additional charges for participating in the Competition. Standard data costs apply as per the Participant’s service provider and existing prices.</p>
7.	Limitation on entries	A Participant may only enter once for the duration of the Competition Entry Period. Any additional entries will be removed from the final winner selection draw.
8.	How will the Winners be selected and prizes to be won?	Once the Competition Entry Period has expired, the Landlord shall select one (1) winner (“Winner”) through a random selection tool, the tool will extract a winner name through random draw
9.	Winners announced on:	The Winner will be announced on the 20 th of September 2024 on the Mall’s Facebook and Instagram Page with a reply to their original comment on post shared and notified to come collect their prizes from the Centre Management offices.
10.	The Prize	<p>The winner/s shall receive the following prize (“Prize”):</p> <p>x4 (four) sets of single tickets to a 4 (four) Day passes to the <i>Comic Con KidsCon</i>, held at the Johannesburg Expo Centre on the 26th to the 29th of September 2024 to the value of R717.50 (Seven Hundred and Seventeen Rands Fifty Cents) each.</p> <p>The Prizes are subject to the T’s and C’s that may be imposed by the Landlord. Transport and food will be strictly at winner’s cost.</p> <p>The Prize is not transferable and will not be changed, deferred, or exchanged for cash for any reason whatsoever</p>
11.	How will the Winners be informed?	<p>The Landlord will use all reasonable efforts to contact the Winner during business hours.</p> <p>If the Landlord is unable to contact or reach the Winner within 12 (twelve) hours of having informed the Winner that he/she has won, the Entry by that person will be disqualified and a further random selection draw will be conducted by the Landlord to determine another Winner. That Winner will also be contacted by the Landlord via any of the abovementioned media portals, as soon as reasonably practicable.</p>
12.	Upliftment of Prize	<p>The Prize will be handed over at Centre Management to the Winner at Mall of the South.</p> <p>The Winner must: (i) appear in person; and (ii) be able to furnish a copy of his/her South African identity document and/or a</p>

		consent form ,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 the winner indemnity form and supplies the required documentation.
13.	Deadline for claiming the Prize	If the Winner does not collect and redeem the Prize within 3 days of being contacted via Facebook Messenger or Instagram Direct Message, the Winner shall be deemed to have automatically forfeited the Prize and will not be eligible to redeem their prize and a new name will be selected as the first selected winner would have forfeited the prize.
14.	Data usage and Privacy policy	<p>Participants are fully aware that for the Landlord to offer the Competition, the Landlord may collect and use personal information of the Participants and Entrants. The personal information may include but is in no way limited to a Participant's and Entrants':</p> <ol style="list-style-type: none"> a. First name and surname. b. Physical address. c. Email address. d. Mobile number; and/or e. Images/ photographs. <p>Personal information which a Participants and Entrants provide to the Landlord when entering the Competition, may, subject to prevailing law, be used for future marketing activity by the Landlord, unless the Participant and the Guest duly notifies the 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 unauthorized third parties. The Landlord will disclose the personal information only if required to do so by law.</p>
15.	Platform where these T's & C's can be found:	<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 linked on the competition post and Mall website.:www.mallofthesouth.co.za II. be obtained from centre management at the mall during trading hours.
16.	General terms	<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 and its service providers including network providers shall not be responsible for incorrect or inaccurate transcription of entry information, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any network, computer equipment or software, the inability to access any website or online services or for any other reason beyond its control.

		<p>III. Participation in the Competition constitutes automatic acceptance of the T's and Cs contained herein, and the Participant and the Entrants agree to abide by the T's and C's.</p> <p>IV. Winners may not win any Mall Competition more than once in a 30-day period. Any Winners drawn/selected who have won in the last 30 days will be disqualified from any such Competition and another winner will be drawn.</p> <p>V. All Winners in respect of the Competition may be requested to be photographed so that their photographs may be used for future Competitional purposes in relation to the mall. Promoting platforms will include the Mall's Facebook page, 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.</p> <p>VI. The Participant may not post or email material that is derogatory, distasteful, explicit, or harmful to the Landlord or any other person. The Participant may not post or email content that may result in the distribution of spam, malicious viruses, trojan horses and any other content that may cause damage, or content that, for the purposes of this Competition, is of no relevance to the Competition.</p> <p>VII. The Participants participate in the Competition at their own risk. The Participant must take all necessary steps and measures to protect themselves and any minors, from risks, such as viruses and other destructive codes. The Landlord is responsible for any damages, loss, risk and/or harm that the Participant and Entrants suffer while entering the Competition, for the duration and after the conclusion of this Competition.</p> <p>VIII. The Landlord reserves the right to implement remedies it deems fit to prevent abuse, or to protect its systems, sites and/or other users. Should any Participant and Entrants not comply with these Rules, their Entries may not be considered, and they will not be able to take part in the Competition or future Competitions.</p> <p>IX. 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 meet the Participant's unique requirements, preferences, standards, or expectations.</p> <p>X. 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, because of the Participant participation in this Competition, unless the Landlord acted fraudulently or with gross negligence.</p>
--	--	--

		<p>XI. Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p>XII. These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p>XIII. The Landlord will make a final and binding decision. in respect of all matters relating to the Competition, qualifiers and disputes relating to the Competition, and no correspondence will be entered into.</p>
16.	Amendment of T's and C's	If considered necessary, the Landlord reserves the right to amend the T's and C's by providing reasonable prior notice.
17.	Marketing Communications	<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 email mallofthesouth@redefine.co.za</p> <p>Tick this box if you do NOT CONSENT to receive Marketing Information.</p> <p><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 contact details.</p>
18.	Any questions, comments or complaints regarding the Competition are to be directed to:	<p>Mall of the South Centre management</p> <p>Mall Tell: 011 682 8780</p> <p>Mall Email: mallofthesouth@redefine.co.za</p>