

**PHUMULANI MALL**  
**Wheel to Win – Shop and Take a Chance in Our Winning Wheel (“COMPETITION”)**  
**TERMS AND CONDITIONS**

**The Competition, 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 K2012150042 (South Africa) (Pty) Ltd (registration number: 2012/150042/07), the entity owning Phumulani shopping centre together are the Promoters of this competition (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 Competition 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. COMPETITION RULES**

- 2.1 The Competition is open to all Phumulani Mall shoppers, resident in the Winnie Mandela settlement area (**“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 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 promotion runs from 09h00, Friday, 10 August 2024 to 1 September 2024, Sunday, 23h59 (**“Competition Period”**). The Promoters reserve the right to amend, modify, change, postpone, suspend or cancel this Competition 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 The competition prize is branded items.
- 2.4 Any entry by a Participant is subject to these T’s and C’s and by entering this Competition, all Participants agree to be bound by them.
- 2.5 To enter the Competition, a Participant will be required to comply with the following T’s and C’s:
  - 2.5.1 Spend R100 (one hundred Rands) or more at any tenant or vendor of Phumulani Shopping Mall store during the Competition Period. Cumulative spend is not permitted (that is, a total per

transaction value of R100 or more is required and not more than one transaction all with a total transaction value of R100). Please note that Banks, ATMs slips do not apply.

- 2.5.2 Only one entry per transaction, per day is permitted (so one valid entry per sales receipt).
- 2.5.3 One winner will be determined by means of a random draw from all of the eligible entries received. The winner will be contacted in person, or telephonically and will be announced on the Phumulani Facebook page by 16h00 Sunday, 1 September.

### **3. PRIZES**

- 3.1 The prize consists branded items, including gift packs, caps, wristbands, key holders, coin/cardholders.
- 3.2 The Winner of the Prize will be determined by means of a random draw from all the entries received over the Competition period.
- 3.3 The Prize is not transferable and the Prize will not be changed or deferred for any reason whatsoever.
- 3.4 All Winners will be notified in person while participating during the Competition Period. The last day for announcement of winners is 1 September 2024 (“**The Announcement Date**”).
- 3.5 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 Winner.
- 3.6 The promoters may require the original merchant receipt / slip to be presented for verification and authentication purposes.
- 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 a further random drawing will be conducted by the Promoters to determine another Winner. That Winner will also be contacted by the Promoters *via* telephone as soon as reasonably practicable.
- 3.8 Any Participant who has won a Competition run by the Promoters for a period of 6 (six months) immediately prior to this Competition will be precluded from entering. Should such a Participant enter and win this Competition, they shall be disqualified.

### **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 Competition.
- 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 Competition where applicable unless the Participants gave their express consent to this on entry.

## **5. GENERAL:**

- 5.1 For the duration of the Competition 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.phumulanimall.co.za](http://www.phumulanimall.co.za) ; or
  - 5.1.2 by emailing the promoter directly [william.george@epsgroup.co.za](mailto:william.george@epsgroup.co.za)
- 5.2 The winners may be requested to be photographed for promotional purposes. Images may be published on Phumulani Facebook page and website page as well as community newspapers and shopping centre retail industry publications. No fees will be payable in this regard. The winner will be given the opportunity to decline the publication of their images.
- 5.3 The Promoters do 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.
- 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 Competition.
- 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 Competition can be directed to the Promoters: Phumulani Marketing Email: [mailer@phumulanimall.co.za](mailto:mailer@phumulanimall.co.za) with subject line "Wheel to Win competition" | Telephone: Center Management **011 316 2534**