#### **COMPETITION RULES**

Competition rules of Canal Walk Shopping Centre to stand a chance of winning a R3000 Canal Walk Gift Card.

This competition is undertaken by Hyprop Investments Limited (registration number: 1987/05284/06), Ellerine Bros (Pty) Ltd (registration number: 1960/001074/07 and Canal Walk Shopping Centre ("Promoter"). These rules are the official rules of the competition ("Competition Rules"). The Competition Rules will govern and apply to this competition. Please take note of and review these Competition Rules. By your participation in the competition, you agree that these Competition Rules will govern all aspects of your relationship with the competition, the agents or advisors connected to the competition and the Promoter. These rules can only be modified or amended by the Promoter (in its reasonable discretion) in a written revision of these rules posted on the Canal Walk Shopping Centre's website or by way of any other official competition communication procedures (at the Promoter's sole discretion) in order to reach as wide a participating audience as is reasonably possible in the circumstances.

### 1. Eligibility and Participation

- 1.1 The competition is organised and undertaken by the Promoter.
- 1.2 Any person who is a director, business partner, permanent/casual employee or agent of or consultant to the Promoter or any of their immediate families, including spouses, life partners, parents, children, brothers or sisters or a past permanent/casual employee who has resigned within 6 months of the competition draw or any tenants or their permanent/casual employees in the Shopping Centre or any other person who directly or indirectly controls or is controlled by the Promoter is <a href="not eligible">not eligible</a> to participate in this competition.
- 1.3 Any person who is a prize sponsor or supplier of goods or services in connection with this competition is <u>not eligible</u> to participate in this competition.
- 1.4 Participants must be permanent South African residents and citizens (proof of identity must be provided in the form of an identity document/card issued by the South African government).
- 1.5 The Promoter has the right to moderate all entries into the competition and will remove any entry that it deems to be inappropriate at the Promoter's sole discretion.
- 1.6 Participants can only submit their own pictures or photographs in order to be eligible to enter the competition. Any entry that includes copyright content will be disqualified and the participant will be ineligible to enter this competition. Canal Walk Shopping Centre reserves the right to disqualify any participant at its sole discretion.
- 1.7 A copy of the Competition Rules is available from the Centre Management Office between 9am 5pm, Monday Friday. (Centre Management, 1<sup>st</sup> Floor East Office Tower, Canal Walk Shopping Centre, Century Boulevard, Century City, Cape Town) or on the Canal Walk Shopping Centre website (www.canalwalk.co.za) on the competition web page.

# 2. Entries and Closing Date

- 2.1 The competition will run from 9 March 2017 7 April 2017.
- 2.2 To enter the competition, participants need to have a public Instagram account and follow Canal Walk Shopping Centre on Instagram (<a href="https://www.instagram.com/canalwalk/">https://www.instagram.com/canalwalk/</a>). Participants need to upload a photo to their Instagram account that includes any item that they have purchased from Canal Walk, as well as the campaign hashtag: #CWSTYLE.
- 2.3 Participants are limited to five entries per Instagram account only.
- 2.4 The Promoter does not accept any responsibility for any entries that are lost, damaged or delayed.
- 2.5 Only entries which are displayed on the Promoter's records will be deemed to be the only successful entries in this competition.
- 2.6 The closing date for this competition is 7 April 2017 at 23:59pm. No late entries will be accepted.

# 3. <u>Prize</u>

- 3.1 The prize is a Canal Walk Gift Card valued at R3000.
- 3.2 The prize is not transferrable and cannot be exchanged for cash.

- 3.3 The winner will be drawn by 21 April 2017.
- 3.4 If a winner is unable to accept the prize or in the event that the Promoter is unable to contact the prize winner, the Promoter reserves the right to select a new winner.
- 3.5 The Promoter reserves the right to substitute a prize of equal or greater value if the original prize is unavailable.
- 3.6 The prize winner will be required to collect their prize from the Centre Management Office (Centre Management, 1st Floor East Office Tower, Canal Walk Shopping Centre, Century Boulevard, Century City, Cape Town).
- 3.7 The Promoter is not responsible for any damage to any prize on signature of receipt by the prize winner.
- 3.8 All risk and liability pertaining to the prize shall pass to the winner on signature of receipt by the prize winner.
- 3.9 The winner indemnifies the Promoter, its directors, its agents, employees, its affiliates, its advertising agencies, its suppliers, its consultants or its advisors and holds the Promoter, its directors, its agents, employees, its affiliates, its advertising agencies, its suppliers, its consultants or its advisors harmless against all and any claims as a result of any defective or damaged prize awarded to any winner.

## 4 <u>Selection of the Prize Winner</u>

- 4.1 The prize winner will be selected by means of tally of votes collected on the Canal Walk website as well as total likes received for each entry on Instagram at the end of the competition.
- 4.2 The entry with the most votes and likes at the end of the competition will win the prize.
- 4.3 The winner will be notified via their Instagram account or, if possible, via email or telephonic phone call within 7 days of the draw.
- 4.4 The prize winner may be requested to permit their winning entry to be used in any marketing material of the Shopping Centre.

## 5 General

- 5.1 The judge's decision is final and no correspondence will be entered into.
- The Promoter reserves the right to cancel or alter any aspect of the competition or the Competition Rules at any time in the Promoter's sole discretion and without any liability.
- 5.3 If a participant contravenes these Competition Rules, the participant may, in the Promoter's sole discretion, be disqualified.
- The Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors shall not be liable for any claim for any loss, damage or injury arising or suffered by any person entering this competition in any manner whatsoever including, but not limited to, personal injury or death, or any harm caused to any participant, or for damage, loss or destruction of any property of any participant arising from negligence by the Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors (other than gross negligence by the Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors) or theft or any other cause whatsoever.
- 5.5 Income taxes relating to the prizes (if any) are the sole responsibility of the prize winner.
- 5.6 The participants in this competition are aware and agree that in order for the Promoter to conduct this competition, the Promoter must collect and use the personal information obtained from the participants.
- 5.7 Any person who participates in this competition shall be deemed to have accepted the Competition Rules and agrees to be bound by them.
- 5.8 By participating in this competition, each participant agrees that Canal Walk Shopping Centre may use their entries across any other marketing material or channel that Canal Walk wishes to use.
- 5.9 The laws of the Republic of South Africa shall govern this competition.