

## COMPETITION TERMS AND CONDITIONS

These terms and conditions are applicable in respect of all entrants participating in any Facebook Competitions, which may be run, promoted or organised by RICHMOND PLUMBING AND HARDWARE CC, a close corporation duly incorporated in accordance with the laws of the Republic of South Africa (registration number – 2001/000868/23), including, but not limited to, its affiliates, partners, associations, suppliers and agents.

### Interpretation

1. In these Competition Terms and Conditions, unless a contrary intention appears:
  - 1.1 the clause headings in the Competition Terms and Conditions have been inserted for purposes of convenience only and will not be taken into consideration in its interpretation;
  - 1.2 any reference to (i) the singular includes the plural and vice versa, and (ii) any gender includes the other genders;
  - 1.3 the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply to the Rules of any Competitions and all Entrants hereby waive any rights they have to rely on such rules;
  - 1.4 unless the context indicates a contrary intention, the words and expressions defined in clause 2 shall, throughout the Competition Terms and Conditions, bear the meanings assigned to them in that clause and similar expressions shall bear corresponding meanings;
  - 1.5 any reference to "days" shall be construed as being a reference to calendar "days" unless qualified by the word "business" in which instance a "business day" shall be any day other than a Saturday and a Sunday and/or a public holiday as gazetted by the Government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h00 and 17h00 on any business day;
  - 1.6 the word "include" and "including" means "include without limitation" and "including without limitation". The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it;
  - 1.7 terms other than those defined within the Competition Terms and Conditions will be given their plain English meaning,
  - 1.8 defined terms appearing in these Competition Terms and Conditions in title case shall be given the meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with the ordinary meaning as qualified by clause 1.7 and shall, unless the context otherwise indicates, include the term as defined.

### Definitions

2. In the Terms, unless inconsistent with or otherwise indicated by the context, the following terms will have the meanings assigned to them in this clause:
  - 2.1 "Agreement" means the contract entered into by an Entrant with the Promoter by Entering a Competition, and consisting of, among others, the Rules;
  - 2.2 "Closing Date" means the date specified in the Entry Instructions, by which Finalists must comply with the provisions of clause 16;
  - 2.3 "Commencement Date" means the date when Entry Instructions are posted on the Facebook Page;
  - 2.4 "Competition" means any promotional competition organised, conducted, sponsored or promoted by the Promoter on the Facebook Page and to which the Rules are applicable. For the purposes of this sub-clause the term "promotional competition" shall have the same meaning assigned to it in terms of subsection 36(1)(d) of the Consumer Protection Act 68 of 2008;
  - 2.5 "Competition Terms and Conditions" means these terms and conditions;
  - 2.6 "Cut Off Date" means the date specified in the Entry Instructions, being the earliest date after the Commencement Date;
  - 2.7 "Enter" means compliance or purported compliance by an Entrant with the provisions of clause 11 and the term "Entering" shall have a corresponding meaning;
  - 2.8 "Entrant" means any person who has become aware of, and desires to Enter, a Competition and includes an Entrant who has subsequently qualified as a Participant, Finalist, or Winner as the case may be;
  - 2.9 "Entry Instructions" means the offer, by the Promoter for Entrants to participate in a specific Competition, posted on the Promoter's Facebook Page and setting out information specific to the Competition to which that offer relates, such as:
    - 2.9.1 particulars of the type and number of prizes available to be won;
    - 2.9.2 the name of the Competition;

- 2.9.3 the steps required by a person to accept the offer or to participate in the competition;
- 2.9.4 the basis on which the results of the competition will be determined;
- 2.9.5 the medium through or by which the results of the competition will be made known; and
- 2.9.6 additional terms and conditions applicable to the Competition;
- 2.10 "Facebook Page" means the Facebook Page titled 'Richmond Plumbing & Sanitaryware' and available at the following web address: <https://www.facebook.com/pages/Richmond-Plumbing-and-Sanitaryware>
- 2.11 "Finalist" means a Participant that has been selected in accordance with clause 12, below;
- 2.12 "Participant" means an Entrant that has complied with the provisions of clause 11, below;
- 2.13 "Promoter" means RICHMOND PLUMBING AND HARDWARE CC, a close corporation duly incorporated in accordance with the laws of the Republic of South Africa (registration number - 2001/000868/23), and includes its affiliates, partners, associations, suppliers and agents;
- 2.14 "Rules" means, in relation to a specific Competition, the terms and conditions applicable to the Competition consisting of these Competition Terms and Conditions as well as the Entry Instructions of the specific Competition;
- 2.15 "Winner" means a Finalist that has complied with and/or fulfilled the requirements in terms of clause 16.

## Competition

- 3 The Rules are applicable in respect of all Entrants taking part in a competition, which may be run, promoted or organised by the Promoter on Facebook.
- 4 Competitions are in no way sponsored, endorsed or administered by, or associated with Facebook.
- 5 By entering a Competition all Entrants:
  - 5.1 warrant that they have read and understood the Rules prior to entering the Competition;
  - 5.2 agree to be legally bound by the Rules which will be interpreted by the Promoter and the Promoter's decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into;
  - 5.3 warrant that all information they may communicate to the Promoter at any time is true accurate and complete in all respects;
  - 5.4 agree, for the purposes of section 36(6) of the Consumer Protection Act, that: (i) the medium through which a person participates in any Competition run by the Promoter, to which the Rules apply, is the Facebook Page; and (ii) the presence of the Competition Terms and Conditions under the "notes" section of the Facebook Page is "directly on the medium" and/or "a document accompanying the medium".
  - 5.5 agree to release and hold both Facebook harmless from any and all liability associated with any Competition;
  - 5.6 agree to, and do hereby, indemnify the Promoter against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever, and/or howsoever arising, from their participation in this Competition.
  - 5.7 Acknowledge that the promoter is, in terms of sub-regulation 11(6)(a) of GNR.293 of 1 April 2011, obliged to retain certain information relating to a Competition for a period of at least three (3) years which may include personal information of Entrants as envisaged in terms of the Protection of Personal Information Act 4 of 2014 and therefore consent to: (i) the processing of their personal information by the Promoter, any of their operators, commercial partners, agents and sub-contractors (who may be outside South Africa) on the condition that they will keep such information confidential; (ii) the collection of their personal information from any other source to supplement the personal information which the Promoter has about them; (iii) the retention of their personal information for as long as permitted for legal, regulatory, fraud prevention and marketing purposes.
- 6 No purchase by an Entrant is required to enter a Competition and entry is free of charge, except for the costs of using the internet, or any similar media/device in connection with a Competition which shall be payable by Entrants. The aforementioned costs will not be more than the normal fee an Entrant will pay to his service provider or for using the internet. For the purposes of this paragraph "any similar media/device" shall be deemed to include: e-mail; internet; computer hardware and/or software; and data services provided by third parties.
- 7 The Promoter shall accept no responsibility whatsoever for any communication which is not delivered, received or is delayed or damaged due to technical reasons or otherwise, whether conveyed by email, the internet, via a website run by a third party or otherwise.
- 8 The Promoter reserves the right to disqualify any Entrant from a Competition and/or withhold any prize if they have reasonable grounds to believe that any such Entrant has breached any of the Rules.
- 9 In any matters concerning any part of a Competition or any part of the solution to a Competition (where applicable), the Promoter's decision will be final and no correspondence or discussion shall be entered into with any Entrant or with any other person acting on an Entrant's behalf regarding any such decision.
- 10 No conduct, including any act, omission, and/or representation, which may amount or be deemed to amount to a relaxation or indulgence allowed or granted to an Entrant by the Promoter, at any time, shall be deemed to be a waiver of any of the Rules by the Promoter, and any such relaxation or indulgence shall not be deemed as a novation or waiver of any of the Rules, or create any estoppel against the Promoter.

## Requirements for Participants

- 11 In order to participate in a Competition, Entrants must:
  - 11.1 comply with and/or fulfil any additional requirements provided for in the Entry Instructions on or before the Cut Off Date;
  - 11.2 be at least eighteen (18) years old;
  - 11.3 be a natural person participating in their personal capacity;
  - 11.4 primarily reside in the Republic of South Africa;
  - 11.5 not be; a director, member, partner, employee or agent of, or consultant to the Promoter; or any other person who directly or indirectly controls or is controlled by the Promoter; or a supplier of goods or services in connection with the relevant competition;
  - 11.6 not be the spouse, life partner, sibling, child or parent of any of the persons specified at subparagraph 11.5;
  - 11.7 not, at any time during a period of one (1) year immediately prior to the Commencement Date of the Competition, have won any Competition run by the Promoter or qualified as a Finalist in any Competition run by the Promoter; and
  - 11.8 comply with the Rules of the Competition.

## Competition

- 12 In order to win a prize, Finalists must select their preferred product and colour and submit details outlines in clause 13, to the Promoter on or before the Closing Date, at the email address stated in the Entry Instructions.
- 13 Finalists must include the following information:
  - 13.1 Their full names and surname;
  - 13.2 Their age;
  - 13.3 A cell phone or telephone number at which they can be contacted;
  - 13.4 An email address
  - 13.5 Any additional information which may be provided for in the Entry Instructions
- 14 In the event that a number of Finalists do not comply with the provisions of clause 16, resulting in leftover prizes, the Promoter may select additional Finalists from the Participants, in the same manner as the previous Finalists were selected, and will announce their names on a date specified in the Entry Instructions;
- 15 The provisions of clause 17 shall apply in the same manner, with the necessary changes, to Finalists selected in accordance with clause 18. If no date for compliance with the provisions of clause 17 is specified in the Entry Instructions for Finalists selected in accordance with clause 18 then such Finalists will need to comply within three (3) days after their names are announced.
- 16 Finalists acknowledge that it is their responsibility to check if their names have been published on the Facebook Page and to comply with the requirements of clause 16 on or before the Closing Date.

## Winner

- 17 The winner will be informed that they have won a prize within a reasonable time after the Promoter has made such determination.
- 18 The Promoter may notify the winner by any of the following means: (i) Facebook message, (ii) Email, (iii) SMS, (iv) telephone, (v) post, or (vi) one or more of the aforementioned means.
- 19 The Promoter will cause prizes to be delivered to the winner at the address indicated as per sub-clause 17.6, within a reasonable time after the Winner has been informed in accordance with clause 22.

## Prizes

- 20 The prizes do not cover any other costs of the Winner whatsoever including, but not limited to, the costs of installing a prize where prizes consist of bathroom accessories requiring installation by a professional plumber;
- 21 Prizes are provided *voets toets* (as is) and do not include installation by a professional plumber. Any required installations must be arranged by Entrants and Entrants accept full responsibility therefore.
- 22 The Prizes are not exchangeable for cash, and will not be transferable or negotiable;
- 23 The Promoter reserves the right to substitute a Prize for an alternative prize of equal or greater value should the Prizes promoted not be available due to unforeseen circumstances;
- 24 Prizes will be delivered to the address provided by a Winner as per sub-clause 17.6, and the Promoter will accept no responsibility for prizes not actually received by the Winner for any reason whatsoever.

## Amendments to Rules

- 25 The Rules may be amended by reasonable notification at any time during a Competition, and will be applied and interpreted at the sole discretion of the Promoter. Such altered Rules and/or Prize shall become effective immediately after being altered or on such date as may be determined by the Promoter. No Entrant shall have any recourse against the Promoter as a result of any alterations of the Rules and/or Prize.
- 26 The Promoter reserves the right to terminate a Competition immediately at any stage prior to a participant complying with the requirements of Clause 16, whether required as a result of changes in legislation, or if required by any national, provincial or municipal authority, or within the sole discretion of the Promoter for any reason whatsoever. Notice of such termination shall be published on the Facebook Page. In such an event, all Entrants agree to waive any rights that they may have/purport to have in terms of the Rules, and acknowledge that they will have no recourse against the Promoter whatsoever.

## General

- 27 Should any part/s of the Rules be held to be invalid, unlawful or unenforceable, such part/s will be severable from the remaining Rules, which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of an interpretation which is valid, Entrants agree that such interpretation is to be effectual, provided that such interpretation is in the interests of the Promoter.
- 28 The Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- 29 Notwithstanding termination of the Agreement, any clause, which, from the context, contemplates ongoing rights and obligations of the Promoter and/or Participant, shall survive such termination and continue to be of full force and effect.