

## COMPETITION TERMS & CONDITIONS

### WIN A 1 x R500 CLEARWATER MALL GIFT CARD IN OUR SURVEYCOMPETITION

#### 1. Introduction

- 1.1 Participation in this competition is governed by these terms and conditions (the "Rules").
- 1.2 You, as the participant in this competition, are advised to review the Rules before entering into the competition.
- 1.3 This competition is organised and undertaken by Hyprop Investments Limited (Registration Number: 1987/05284/06) and Clearwater Mall (collectively referred to as the "Promoter").
- 1.4 By submitting a competition entry, you are agreeing to be bound by the Rules.

#### 2. How to Enter

- 2.1 The competition will run from 2 July 2026 (the "Opening Date") to 15 July 2026 (the "Closing Date") inclusive.
- 2.2 All competition entries must be received by the Promoter by no later than the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 2.3 To enter the competition the participant must fill in the survey (<https://fattilocation.typeform.com/clearwatermall>) which is also housed on the Clearwater Mall official website.
- 2.4 The Promoter will **not** accept responsibility for competition entries that are lost, mislaid, damaged or delayed, regardless of cause, including (without limitation) as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 2.5 For help with entries, please contact Centre Management Office between 9am to 5pm, Monday to Friday on 011 288 5260 or see <https://clearwatermall.co.za/>
- 2.6 A copy of the Rules of the competition is available on <https://clearwatermall.co.za/> or on request via email to [prianka@clearwatermall.co.za](mailto:prianka@clearwatermall.co.za) or may be collected from the Offices of Centre Management, entrance 7, Clearwater Mall (the "Centre Management") during office hours.

### 3. Eligibility

- 3.1 The competition is only open to legal residents and/or legal citizens of the Republic of South Africa. Despite any term to the contrary in these Rules, the following people shall **not** be eligible to participate in this competition:
  - 3.1.1 Directors, members, partners, promotional and advertisement agents, merchandisers, suppliers of goods or services in connection with the competition, employees (whether permanent or casual employees) or consultants of the Promoters or any other person who directly or indirectly controls or is controlled by the Promoter.
  - 3.1.2 Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons listed above.
  - 3.1.3 Any person who has won a competition held by the Promotor 3 (three) months prior to the Opening Date of this competition.
  - 3.1.4 People who are not legal residents and/or legal citizens of the Republic of South Africa.
  - 3.1.5 People under the age of 18 years
  - 3.1.6 Participants who do not reside in Johannesburg
- 3.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition, including (without limitation) proof of eligibility in the form of your identity document, birth certificate or passport.
- 3.3 The Promoter will not accept competition entries that are:
  - 3.3.1 automatically generated by computer (i.e., by bots);
  - 3.3.2 completed by third parties and joint submissions;
  - 3.3.3 illegible, have been altered, reconstructed, forged or tampered with;
  - 3.3.4 photocopies and not originals; or
  - 3.3.5 incomplete.
- 3.4 Participants may submit only one entry into the competition.
- 3.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the competition.
- 3.6 Competition entries cannot be returned or deleted.

#### **4. The Prize**

- 4.1 1 x R500 Clearwater Mall Gift Card
- 4.2 If more than one prize may be awarded, only one prize per participant will be awarded.
- 4.3 Prizes are subject to availability. The Promoter reserves the right to substitute the prize with a prize of equal value or greater value.
- 4.4 Product images depicting the prize are for illustrative purposes only and may differ from the actual prize.
- 4.5 The prize is not negotiable or transferable and cannot be exchanged for cash.
- 4.6 The Promoter is not responsible for any damage to the prize on receipt thereof by the winner(s).
- 4.7 All risk and liability pertaining to the prize shall pass to the winner(s) on signature of receipt thereof by the winner(s).

#### **5. The Winner(s)**

- 5.1 Upon being notified by the Promoter, the finalist(s) and/or winner(s) must send a copy of their identity document, birth certificate or passport to the email address provided in the notification from the Promoter.
- 5.2 The winner(s) will be drawn within a period of 4 (four) weeks of the selection having taken place (the "**Draw Date**").
- 5.3 The winner(s) will be notified via direct message/email/ telephonically as soon as practicable after the Draw Date.
- 5.4 The winner(s) will be selected by an audited random draw by a third party draw service provider or by the judge(s) appointed to select the winner(s).
- 5.5 The decision of the third party draw service provider or judge(s) will be final and no correspondence will be entered into.
- 5.6 The winner(s) may be required to sign a waiver of liability and indemnity before claiming their prize and to sign an acknowledgement on receipt of the prize.

#### **6. Claiming the Prize**

- 6.1 The winner(s) must collect the prize in person and produce their original identity document, birth certificate, passport, work permit and/or residency permit when the prize is collected. If you do not claim the prize before the date of use, your claim to the prize shall be deemed to be and shall be invalid.

6.2 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or is unable to accept the prize in person, or has not claimed their prize within a period of 7 days, the Promoter reserves the right to draw the prize again from the entries that were received before the Closing Date.

6.3 The Promoter does not accept any responsibility if you are not able to take up the prize nor will the Promoter be liable to compensate you in respect thereof.

## 7. **Limitation of liability**

The Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize.

## 8. **Indemnification**

8.1 You participate in this competition at your own risk.

8.2 The winner(s) hereby agree/s to indemnify the Promoter, its directors, its agents, sponsors, its affiliates, its advertising agencies, its suppliers, its consultants and/or its advisors (collectively referred to as the "**Indemnified Persons**") and hold/s the Indemnified Persons harmless against all and any claims as a result of any loss or damage to the winner(s) or any defective or damaged prize awarded to any winner(s).

## 9. **Ownership of Competition Entries**

All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

## 10. **Data Protection and Publicity**

10.1 The Promoter will only process your personal information as set out in <https://clearwatermall.co.za/page/privacy-policy> (the "**Policy**"). By entering this competition, you grant your consent to the Promoters –

10.1.1 processing your personal information in accordance with the Policy.

10.2 The winner(s) hereby agree/s that their photograph, image, video, likeness and/or voice (collectively referred to as the "**Image**") may be published, used and re-used by the Promoter in any and all related promotional activities of the Promoter including (without limitation) publishing, using and re-using the Image on the Promoter's social and digital media including (without limitation) Instagram, Facebook, TikTok, Twitter, newsletter and/or website (the "**Media**"). The winner(s) shall have no rights of prior approval and/or inspection in respect of such Media. Moreover, the winner(s) will not be entitled to receive any remuneration for such participation. You are entitled to withdraw your consent in respect of your Image being used on the Media.

10.3 By entering into this competition, you agree to receive the Promoter's newsletters and communication about new offerings in the shopping stores, new stores, shopping

centre updates, movies, events, competitions, marketing, products and services of the Promoter.

**11. General**

- 11.1 By entering the competition, you acknowledge that the competition will be held in accordance with the provisions of the Consumer Protection Act, 2008 (the “CPA”). Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate the handing over the prize to the Participant. Should any Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have and shall forfeit the prize.
- 11.2 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.3 The Promoter reserves the right to hold void, suspend, cancel or amend the competition and/or the Rules where it becomes necessary to do so.
- 11.4 These Rules shall be governed by South African law, and you submit to the non-exclusive jurisdiction of the High Courts of South Africa.