

TERMS AND CONDITIONS – Eden Easter Colour in Competition

COLOURING COMPETITION

1. 1.1 Participation in this Promotion and information regarding redemption of any prizes forms part of these terms and conditions.
2. 1.2 By submitting an entry into this promotion, entrants warrant that they have read, understand and agree to be bound by these terms and conditions. If the entrant is under the age of 18 years, each entrant's consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation. Entry into this Promotion is deemed acceptance of these terms and conditions.

2 Duration

2.1 This Promotion runs from Friday 9 April 2020 until 19 April 2020 at 10pm Sunday

3 Eligibility

3. 3.1 This Promotion is only open to all residents of South Africa. Must be able to collect the prize. We will not courier
4. 3.2 Directors, officers, management, retailers, suppliers and their employees (and the Immediate Families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. 'Immediate families' means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same household as the director, officer, manager, retailer, employee or contractor.
5. 3.3 If the entrant is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.

4 Method of entry

4.1 To enter, entrants must

(a) Download a colouring in picture from here and colour it in; and

(b) Submit the artwork to marketing@edenonthebaymall or in the comment section by 10pm Sunday 19 April 2020.

6. 4.2 For this promotion entrants are eligible for one entry per person. Duplicate entries will not be considered.
7. 4.3 This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the originality and creative merit.
8. 4.4 All entries submitted become property of the Promoter and Entrants consent to the Promoter using their entry, their name, and their details in any media for an unlimited period without remuneration.

5 Draw

5.1 The best entries, as determined by the Promoter will be selected at 4pm Monday 21 April 2020.

6 Prizes

6.1 The total Prize Pool for this Promotion equals R500. There is a total of one (3) individual prizes to be won, valued at R500.00. The prizes will be:

(a) A Mystery prizes (Share of R500 (1st Prize: Value: R300; 2nd Prize: R200; 3rd Prize: R100)

9. 6.2 The prize is not transferable, redeemable or exchangeable for cash.
10. 6.3 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
11. 6.4 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value.

7 Notification

12. 7.1 All prize winners will be notified via telephone or email and will be required to contact the Marketing team to claim their prize.
13. 7.2 The Promoter will publish the result of the Promotion on the Eden on the Bay Facebook Page.
14. 7.3 Successful winners will be notified within two (2) days of the promotion end date.
15. 7.4. Should the chosen winner not redeem their prize by 14 days after date requested. A new winner will be chosen.
16. 7.5 Prize can only be collected after Lock down

8 Prize collection

17. 8.1 The Prize winner must collect their prize from the Promoter at Eden on the Bay, Cnr Sir David Baird Dr &, Otto du Plessis Dr, Bloubergstrand, Cape Town, 7441 unless otherwise informed by the Promoter at the time of winning. Photo identification matching the details posted on Facebook will be required to be presented to Marketing staff as proof of identity and/or proof of entry validity in order to claim a prize.
18. 8.2 Winners will be required to complete a prize declaration form to confirm receipt of their prize.

9 Publicity materials

9.1 By entering into this Promotion, entrants accept that 'on air' recording will take place and their name will be made public. A picture, along with the winner's name, may be requested for publication in local and regional newspapers as part of the competition.

10 Release and indemnity

19. 10.1 The Promoter accepts no responsibility for the prize once they have been collected by the winner.
20. 10.2 The Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this competition or as a result of taking or using any prize, except for any liability which cannot be excluded by law.

11 Termination of Promotion

11.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person, subject to applicable laws.

12 Decisions final

21. 12.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.
22. 12.2 If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
23. 12.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.

13 Personal information and privacy

24. 13.1 The personal information supplied by entrants when entering this Promotion may be used for the purpose of sending information on any of the Promoter's products or services. From time to time this information may be used by the Promoter. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the Protection of Personal Information Act, 2013. Subject to the provisions of the Protection of Personal Information Act, 2013, entrants may have access to any personal information held by the Promoter by contacting marketing@edenonthebaymall.co.za. An access fee may be charged to cover any costs of providing the information to the entrant.
25. 13.2 The Entrant acknowledges that any personal information provided by the Entrant is not sensitive information.
26. 13.3 By entering the Promotion, each Entrant gives its consents to the Promoter, for an indefinite period, unless otherwise advised, to use his or her personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant.
27. 13.4 If the Entrant does not want the Promoter to use or disclose the Entrant's personal information in accordance with clause 13.1, the Entrant may opt out by ticking the box on the front of the entry form.

28. 13.5 The Entrant acknowledges that if it fails to opt out in accordance with clause 13.4, the Promoter may use and disclose the Entrant's personal information in accordance with clause 13.1.
29. 13.6 If the Entrant wishes to access, update or correct the Entrant's personal information, the Entrant may do so by providing the Promoter with written notice.