

# Mastercraft Competition Terms and Conditions May-June 2024

## COMPETITION RULES

### 1. Promoters:

The promoters to this Mastercraft Follower Competition (“Competition”) are Massmart Holdings (Pty) Ltd with registration number: 1940/014066/07 (“the Promoter”).

### 2. Who may enter:

- 2.1. Entry into this Competition is only to persons who are a permanent or temporary resident and citizen of South Africa, are over the age of 18 years, in possession of a valid South African Identity Document or passport with a valid temporary or permanent residence permit for South Africa and excludes any employee, director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by the Promoter/s and/or immediate family members of any employee, director, member, partner, agent, service provider or consultant of or person indirectly or directly in control or controlled by the Promoter, their advertising agencies, advisers, dealers, suppliers, its affiliates and/or associated companies (“Participant”).
- 2.2. The Prize will only be awarded:
  - 2.2.1. to a natural person as stipulated in these rules and will not be awarded to any legal entity;
  - 2.2.2. if it is not unlawful to supply the Prize to a person in terms of any legislation or public regulation and the Promoter/s reserve the right to require proof that it will not be unlawful to supply a Prize (for example to request the winner of a TV to provide his/her TV license to the Promoter/s before they can hand over the prize).

### 3. Agreement and amendments to these terms and conditions:

- 3.1. By entering this Competition, you agree to be bound by these rules which will be interpreted by the Promoter/s, whose decision regarding any dispute will be final and binding.
- 3.2. You may request to be furnished with a copy of the rules at no cost by emailing such request to [insert email address here]
- 3.3. The Promoter/s reserve the right to amend, modify, change, postpone, suspend or terminate this Competition and any Prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.
- 3.4. The Promoter/s reserve the right to extend the duration of the Competition Period in the event that the Promoter/s have not received the minimum number of qualifying entries for the Competition Period.

### 4. Competition Period”

This Competition commences on 29 May 2024 and ends on 11 June 2024. Any entries received after 23:59 will be invalid and will not be considered (“Competition Period”).

### 5. Prize/s:

- 5.1. You agree and understand that you stand a chance to win 1 (one) 166-piece Mastercraft Toolkit to the value of R5999.00 (five thousand nine hundred and ninety-nine rand).
- 5.2. The Prizes shall be distributed to a winner drawn from qualifying entries received from social media entries. The Promoters reserve the rights to amend this qualification at its sole and absolute discretion.
- 5.3. The Prize/s is/are not transferable by you and may not be deferred, changed or exchanged for cash or any other item.
- 5.4. The Promoter/s reserve the right to substitute the Prize with any other gift of comparable commercial value.
- 5.5. Although the Promoter/s have taken care to make sure that the Prize/s is/are of a good quality, they do not give any warranties about the Prize/s and you agree to accept the Prize/s "as is". Subject to applicable law, you also indemnify the Promoter/s against any damages that anyone may suffer as a result of the Prize/s or this Competition, including consequential and economic loss.
- 5.6. Any costs or expenses incurred in respect of items not specifically included in the Prize/s are for the winner's own account. The Promoter's and its affiliates will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a Prize, whether foreseen or not.
- 5.7. To the extent that any taxes, duties, levies or other charges may be levied on a Prize by the State or any other competent government or regulatory body, the winner/s will be liable therefore, and the Promoter/s will not increase the value of the Prize/s to compensate for such charges.
- 5.8. The value of the Prize includes VAT, and the Prize will be given to the winner at the ruling price which is available to any customer on the day that they are rung up at the till.

## **6. How to enter:**

- 6.1. Participants are required to follow Mastercraft Tools on Facebook (<https://www.facebook.com/MastercraftTools>).
- 6.2. Participants are required to share their dream DIY project and how Mastercraft Tools would help them achieve this project in the comments on the related post during the Competition Period. Participants MUST also tag a friend in their respective comment to have their entry qualify.
- 6.3. Participants may enter this Competition only once and you are only eligible for 1 (one) Prize under this Competition.

## **7. Winner/s:**

- 7.1. There will be 1 winners randomly drawn from all of the entries received.
- 7.2. The winner/s will be randomly selected from eligible Participants on or before 25 June 2024 but, no later than three (3) months after the closing date of the Competition.
- 7.3. The Results containing the winner's names will be published on the Promoters' website and other media. The winner will be required to sign an acknowledgement of receipt of Prize and may be requested to be photographed and/or identified in any media, which is inclusive of but not limited to television, radio print publications and online sites in which the Competition receives exposure and for future marketing initiatives with the understanding that the winner may decline such an invitation.
- 7.4. The winner will forfeit their Prize in the event that they fail to comply with the Promoter/s requirements within the time period provided to you by the Promoter in order for the Promoter to process the Prize.

## **8. Accuracy of information**

- 8.1. It is your responsibility to ensure that of all information provided by or on behalf of you to the Promoters are accurate, complete and up-to-date at all times.
- 8.2. The Promoter will notify the winner of their Prize by contacting the winner using the contact details supplied to it by or on behalf of the winner.

- 8.3. If after any and all reasonable steps are taken in order to contact the winner, the winner cannot be contacted within the prescribed period of time, then the winner will be automatically disqualified and a second draw will be held where the procedure as set out above will be repeated.

## **9. Redemption of the Prize**

- 9.1. The Promoters will contact the winner to arrange for the hamper to be delivered to the winner.
- 9.2. The Promoter accepts no liability for any further and or additional costs and/or expenses in relation to delivery of the Prize, and the winner indemnifies the Promoters, its directors, employees, shareholders and agents against any claim of whatsoever nature howsoever arising.

## **10. Indemnities**

- 10.1. Participants enter the Competition entirely at their own risk. The Promoter and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, any participating store and/or its subsidiaries cannot be held responsible or liable for any accident, injury, harm or loss suffered by any person or entity as a direct or indirect result of entering the Competition or suffered as a direct or indirect result of the utilisation in any way whatsoever of the Prize won in terms of the Competition.
- 10.2. Competition artwork is for illustrative purposes only. Participants hereby agree to release and indemnify the Promoter and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and subsidiaries and hold it harmless against any and all losses, harm, damages, rights, claims and actions of any kind in connection with the Competition, promotion or special offer or resulting from the participation in the Competition or acceptance, possession, use or receiving of any Prize relating to the Competition, including, without limitation, personal injuries, death and property damage, and claims based on publicity rights, defamation or invasion of privacy.
- 10.3. The Promoter and its service providers, are not responsible for
- 10.3.1. incorrect and inaccurate transcription of entry information;
  - 10.3.2. technical malfunction;
  - 10.3.3. inappropriate images and comments posted by the entry or by the public;
  - 10.3.4. lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or
  - 10.3.5. the inability to access any website or online services or any other error.
- 10.4. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform that may be used as an intermediary.

## **11. Disputes**

- 11.1. Should any dispute arise in relation to these Terms and Conditions and/or the draw, the Promoter's decision will be final and binding and no correspondence shall be entered into.
- 11.2. For more information or a copy of these Terms and Conditions, please visit <https://www.mastercrafttools.co.za/>

## **12. Rejection or Forfeiture of Prize**

If the winner/s fail/s to comply with any of these rules or the terms of acceptance of the Prizes, or if they refuse to sign the Promoter/s winner/s declaration or the Promoter/s winner/s Prize acceptance form, this will be construed as a rejection of the Prize and then, without prejudice to any other remedy which the Promoter/s may have, the winner will be automatically disqualified and will forfeit the Prize.

## **13. Data Protection**

- 13.1. You hereby consent to the Promoters using and processing your personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") in order to process your entry as stated herein as well as for any marketing and future promotions, if opted in.
- 13.2. The Participant can refer to the Privacy Notice available at <https://www.massmart.co.za/privacy-centre> to confirm how the Promoters will process your Personal Information.
- 13.3. Any personal information relating to the winner or a Participant will be used solely in accordance with the CPA and POPIA and will not be disclosed to a third party without your prior consent.
- 13.4. By participating in the Competition, you consent to the sharing your personal information between the Promoters and its affiliates including holding and subsidiary companies.
- 13.5. By posting any content, images, or comments on any of the Promoter's public and/or social media platform or by sending any such content to the Promoter, a Participant consent to and gives the Promoter a world-wide royalty free license to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.