

**RULES
FOR
TWINSAVER FACIAL TISSUE WINTER PROMOTIONAL COMPETITION**

1. Interpretation

- 1.1 In the Competition Rules, unless the context clearly indicates a contrary intention, the following words shall have the following meanings and cognate expressions shall have corresponding meanings:
- 1.1.1 “**Act**” means the Consumer Protection Act 68 of 2008;
- 1.1.2 “**Competition Rules**” or “**T&C’s**” means the rules for the Promotional Competition as set out in this document;
- 1.1.3 “**Participant**” means any natural person who qualifies in terms of clause 4.1 below and who enters the Promotional Competition in the manner contemplated in the Competition Rules;
- 1.1.4 “**Promoter**” means Main Street 1310 Proprietary Limited trading as Twinsaver Group;
- 1.1.5 “**Promotional Competition**” means the promotional competition to which these Competition Rules relate;
- 1.1.6 “**Promotional Period**” means the period commencing on the 1st May 2019 at 08h00 and ending on the 31st July 2019 at 00h00;
- 1.1.7 “**Prize**” means the prize described in clause 6 below; and
- 1.1.8 “**Winner**” means a Participant who is declared a winner of a Prize in the Promotional Competition as contemplated in clause 7.1 below.
- 1.2 Where any term is defined within the context of any particular clause in the Competition Rules, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of the Competition Rules, notwithstanding that that term has not been defined in the definition clause.

2. Introduction

- 2.1 The Promoter is promoting the Promotional Competition in terms of which Participants can enter the Promotional Competition and stand a chance to win the Prize.
- 2.2 The Promotional Competition is governed by the Competition Rules.
- 2.3 The Promotional Competition will run for the Promotional Period. Entries received after the end of the Promotional Period will not be considered.

3. The Consumer Protection Act

- 3.1 The Competition Rules contain certain terms and conditions which may:
- 3.1.1 limit the risk or liability of the Promoter or any relevant third party; and/or
- 3.1.2 create risk or liability for the Participant; and/or

3.1.3 compel the Participant to indemnify the Promoter or a relevant third party; and/or

3.1.4 serve as an acknowledgement by the Participant of certain facts.

4. **The Participant**

4.1 The Participant must be:

4.1.1 a natural person and may not be a juristic person;

4.1.2 18 years or older; and

4.1.3 a permanent resident or citizen of the Republic of South Africa residing in the Republic of South Africa.

4.2 The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition that he/she has read and understands the Competition Rules and that he/she agrees to be bound by the Competition Rules.

4.3 The Participant shall participate in the Promotional Competition entirely at his/her own risk and cost.

4.4 No director, member, partner, employee or agent of, or consultant to the Promoter, or their spouses, life partners, business partners or immediate family members, or any other person who directly or indirectly controls or is controlled by, the Promoter, or a supplier of goods and services in connection with the Promotional Competition may participate in the Promotional Competition.

5. **How to enter**

5.1 The Promotional Competition is a WhatsApp based competition. Entry shall only be via WhatsApp and all networks are supported. A confirmation of entry shall be sent via WhatsApp to all successful entrants.

5.2 To enter into the Promotional Competition, the Participant shall be required during the Promotional Period to:

5.2.1 buy any Twinsaver facial tissue pack ("**Participating Products**");

5.2.2 WhatsApp a photograph of the original till slip in respect of the Participating Product purchased to 076 107 3752 and follow the prompts; and

5.2.3 answer all the questions that he/she is requested to answer.

5.3 Entries are limited 1 (one) entry per original till in respect of Participating Product(s) purchased during the Promotional Period.

5.4 A Participant may only win 1 (one) Prize in the Promotional Competition.

5.5 Entries which are unclear, illegible or contain errors shall be declared invalid.

5.6 Any technical errors or faults that may cause an entry into the Promotional Competition being invalid or not being received by the Promoter shall not be the responsibility of the Promoter and the Promoter accepts no liability in respect thereof.

- 5.7 Data charges apply – Participants must, contact their service provider for details. Free minutes do not apply. By entering the Promotional Competition, it shall be deemed that the Participant and/or the account payer has agreed to the charges.
- 5.8 The Participant must retain the original till slip as proof of purchase of the relevant Participating Product.

6. The Prize

- 6.1 Participants who enter into the Promotional Competition stand a chance to win 1 (one) of 3 (three) Weekend Getaways in South Africa worth R15 000 (fifteen thousand Rand) each OR 1 (one) of 15 (fifteen) weekly cash prizes of R2 000 (two thousand Rand) each.
- 6.2 A promotional company has been selected by The Promoter to manage the details of the prize with the winners. The weekend getaway is up to a maximum amount of R15 000 (fifteen thousand Rand). Any shortfall amount remaining in the assistance of the Weekend Getaway booking is for the Winner's cost.
- 6.3 A Participant may only win 1 (one) Prize in the Promotional Competition.
- 6.4 The Promoter shall not be held responsible for money paid into the incorrect bank account as long as the banking details in which the money was paid into has been specified by the Winner.
- 6.5 Save as expressly stated in clauses 6.1 and 6.2 above, the Prize does not in addition cover any other costs of the Winner whatsoever (including but not limited to travel, fuel, tolls, meals, beverages etc), all of which shall be for the Winner's cost.
- 6.6 The Prize is not exchangeable or transferable to another person.
- 6.7 The Winners shall be selected by an audited random draw conducted weekly. The Winners shall be notified telephonically within 2 (two) weeks of the selection having taken place. In the event that any Winner cannot be successfully contacted following reasonable attempts to do so, the Promoter reserves the right to declare that Winner's Prize forfeited and to draw another Winner in substitution.
- 6.8 The names of the Winners shall be published on the Twinsaver Facebook page. Any queries in this regard may also be directed to the Twinsaver Care line 0860 777 111.
- 6.9 Winners chosen must produce the original till slip as proof of purchase of the relevant Participating Product used to enter the Promotional Competition during the Promotional Period, as well as a certified copy of their valid proof of identity (namely, a green bar-coded ID book, a bar-coded ID card, passport or drivers licence) in order to qualify and be declared as a Winner.
- 6.10 Any Prize not taken up for any reason within 1 (one) year of notification shall be forfeited.

7. The Winners

- 7.1 There will be 18 (eighteen) Winners in the Promotional Competition selected in the manner described in clause 6 above.
- 7.2 By participating in the Promotional Competition, the Winner accepts that:
- 7.2.1 he/she may be asked by the Promoter to take part in further publicity relating to the Promotional Competition; and

- 7.2.2 the Promoter may incorporate the Winner in publicity campaigns or allow his/her name and likenesses to be used for promotional purposes aligned with the Promoter's business, including but not limited to posting photos to the Promoter's website, Facebook and other social media pages,

provided that the Winner may decline, in writing, to participate in any of the above-mentioned publicity activities.

- 7.3 All Winners shall be required to provide their names, ID numbers and contact details to the Promoter, and to sign an acknowledgement of receipt of the Prize.
- 7.4 The Participants consent, by taking part in the Promotional Competition, to the Promoter using their personal information collected through the Promotional Competition to adjudicate the Promotional Competition and for future marketing purposes in relation to the Promotional Competition.
- 7.5 Where the Winner takes part in the Promoter's publicity campaigns as contemplated in clause 7.2 above, he/she shall not be entitled to any remuneration for such participation and all materials arising from such participation shall be the sole property of the Promoter.

8. **Amendments, Disqualification and Disputes**

- 8.1 The Promoter reserves the right to amend the Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate or suspend the Promotional Competition at any time. In such event, where the Promotional Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they have no recourse against the Promoter, its members, directors, employees, agents, partners, suppliers, consultants or sponsors.
- 8.2 In the event of a dispute relating to the Promotional Competition or Competition Rules, the decision of the Promoter shall be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the Competition Rules) in its sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from the Promotional Competition.
- 8.3 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of the Competition Rules by a Participant, determined in the Promoter's sole discretion, may result in disqualification from the Promotional Competition and ineligibility to win any Prize.

9. **Indemnification**

- 9.1 By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:
- 9.1.1 the Participant indemnifies and holds harmless the Promoter and its directors, members, partners, employees, agents, suppliers and consultants ("**Indemnified Parties**") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of the Participant's participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and

- 9.1.2 the Participant accepts that the Indemnified Parties shall not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming the Prize.

10. General

- 10.1 Any extras not included in the Prize as detailed above shall be at the expense of the Winner.
- 10.2 The Promoter reserves the right to substitute the Prize with any other prize of similar commercial value to the Prize, at its sole discretion.
- 10.3 For further information or enquiries relating to the Promotional Competition, Participants can email the Twinsaver careline at consumercare@twinsaver.co.za or call Twinsaver on 0860 777 111. Calls to this number shall be charged by the Participant's cellular network service provider.
- 10.4 The Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.
- 10.5 A copy of the Competition Rules can be viewed on the website <http://www.twinsaver.co.za>