

COMPETITION RULES
FOR
TWINSAYER'S "TIKTOK DANCE CHALLENGE"

1. Interpretation

- 1.1 In the Competition Rules, unless the context clearly indicates a contrary intention, the following words and expressions shall have the following meaning and cognate expressions shall have a corresponding meaning:
- 1.1.1 “**the Act**” means the Consumer Protection Act 68 of 2008;
- 1.1.2 “**Agency**” means D Whalley & Associates (Pty) Ltd t/a The Whalley Collective; & Red Cherry Media Holdings
- 1.1.3 “**Business Day**” means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;
- 1.1.4 “**Competition Rules**” or “**Ts & Cs**” means the rules for the Promotional Competition contained herein, as required by Section 36 of the Act;
- 1.1.5 “**Participant**” means any natural person who qualifies in terms of clause 3.1 hereof and who enters into the Promotional Competition in terms of clause 4 hereof;
- 1.1.6 “**Participating Products**” means the Twinsaver products to which this Promotional Competition pertains, as further described in clause 4.2.1 hereof;
- 1.1.7 “**POPI**” means the Protection of Personal Information Act, No 4 of 2013;
- 1.1.8 “**Promoter**” means Main Street 1310 (Proprietary) Limited trading as Twinsaver Group;
- 1.1.9 “**Promotional Competition**” means the promotional competition, known as Twinsaver’s “TikTok Dance Challenge”, to which these Competition Rules pertain, as run by the Promoter during the Promotion Period;
- 1.1.10 “**Promotion Period**” means the period commencing on 16th December 2020 at 08:00 and ending on the 10th February 2021 at 00h00;
- 1.1.11 “**Prizes**” means the prizes available to be won in the Promotional Competition, as further described in clause 5 hereof;
- 1.1.12 “**Redeemable Period**” means the period that the Winners have to redeem their Prize, being the period from **the 22nd February 2021 until the 31st March 2021.**
- 1.1.13 “**Website**” means www.twinsaver.co.za;
- 1.1.14 “**Winners**” means the Participants who are selected as winners in the Promotional Competition and are notified as such by the Promoter in terms of clause 6 hereof; and
- 1.1.15 “**Winner’s Designated Bank Account**” has the meaning ascribed thereto in clause 6.4 hereof

2. Introduction

- 2.1.1 The Promoter is promoting the Promotional Competition in terms of which Participants can enter the Promotional Competition in order to stand a chance to win the Prizes.
- 2.1.2 The Promoter hereby imposes the Competition Rules in terms of Section 36 of the Act.
- 2.1.3 By entering the Promotional Competition, Participants agree to be bound by the Competition Rules.

2.2 The Consumer Protection Act

- 2.2.1 The Competition Rules contain certain terms and conditions which may:
 - 2.2.1.1 limit the risk or liability of the Promoter, or any relevant third party; and/or
 - 2.2.1.2 create risk or liability for the Participant; and/or
 - 2.2.1.3 compel the Participant to indemnify the Promoter or a relevant third party; and/or
 - 2.2.1.4 serve as an acknowledgement, by the Participant, of certain facts.

3. The Participant

- 3.1 To be eligible to enter the **Promotional** competition, the Participant must be:
 - 3.1.1 a natural person and may not be a juristic person;
 - 3.1.2 18 years or older;
 - 3.1.3 a permanent resident or citizen of the Republic of South Africa residing in the Republic of South Africa.
 - 3.1.4 Participants that are younger than 18 years of age must have their parent/guardian's permission before entering.
- 3.2 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 and that he/she understands and thereby agrees to the Competition Rules.
- 3.3 It is a material term of the Promotional Competition that all Participants to this Promotional Competition participate entirely at their own risk.
- 3.4 No director, member, partner, employee, agent or consultant of the Promoter, or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with the Promotional Competition may participate in the Promotional Competition.

4. How to enter

- 4.1 The Promotional Competition is a social media based competition. Entry will only be via TikTok & Facebook.

- 4.2 To enter into the Promotional Competition, Participants will be required:
 - 4.2.1 to buy any participating Twinsaver product, namely Twinsaver Facial 180's box in White or Rainbow and retain a slip as proof of purchase.
 - 4.2.2 Entrants must create a video using the Twinsaver sound in a dance.
 - 4.2.3 The video must include #Twinsaverchallenge in the caption in order to qualify as an entry.
 - 4.2.4 Entrants must post their video on TikTok or Facebook and tag Twinsaver's account.
- 4.3 A **Participant** may only win 1 (one) Prize in the Promotional Competition.
- 4.4 Entries which are unclear, illegible, inaudible or contain errors or false information will be declared invalid.
- 4.5 Participants must retain their original till slip as proof of purchase and present same to the Promoter upon request.

5. **The Prizes**

- 5.1 By entering the Promotional Competition in the manner specified in the Competition Rules, a Participant stands a chance to win 1 (one) of the Prizes referred to in clause 5.2 below.
- 5.2 The Prizes available to be won in the Promotional Competition are as follows:
 - 5.2.1 1 (one) cash Apple iPad's and R5000 cash; or
 - 5.2.2 1 (one) cash Apple iPad's and R2500 cash; or
 - 5.2.3 1 (one) cash Apple iPad's and R1500 cash.
- 5.3 The Prizes are not be transferable or exchangeable.
- 5.4 The Promoter will 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.
- 5.5 The Prize does not cover any other costs of the Winner whatsoever.

6. **The Selection**

- 6.1 The Winners of the Prizes will be selected by a panel of judges. The selections will be conducted for and on behalf of the Promoter by the Agency.
- 6.2 The Winners will be notified within 2 (two) weeks of the selection having taken place via TikTok messenger. In the event that any of the Winners cannot be successfully contacted following reasonable attempts to do so, the Promoter reserves the right to declare that Winner's Prize forfeited and to select another Winner in substitution.

- 6.3 The names of the Winners will be available on the website <http://www.twinsaver.co.za>. Any queries in this regard may be directed to the Twinsaver Care line 0860 777 111.
- 6.4 Each Winner selected must provide his/her name, ID number, contact details and South African banking details (“**Winner’s Designated Bank Account**”), and produce the original till slip as proof of purchase of the relevant Participating Product that was used to **enter** the Promotional Competition during the Promotional Period, as well as a certified copy of his/her valid proof of identity (namely, a green bar coded ID book, a bar coded ID card, passport or drivers **license**) in order to qualify and be declared as a Winner. The Promoter may require the Winner to provide it with such further information and/or documentary proof as the Promoter may reasonably require in order to verify any of the Winner’s above-mentioned details.
- 6.5 The Promoter will pay the relevant Prize into the Winner’s Designated Bank Account by electronic funds transfer (EFT) within 7 (seven) business days after the verification process described in clause 6.4 above has been completed to the Promoter’s reasonable satisfaction.
- 6.6 Each Winner will be required to sign an acknowledgement of receipt of the Prize.
- 6.7 Any Prize not taken up for any reason by a Winner within the Redeemable Period will be forfeited.

7. **The Winners**

- 7.1 There will be 3 (three) Winners selected in the manner described in clause 6 above.
- 7.2** By participating in the Promotional Competition, each Winner hereby accepts that the Winner will be asked to take part in further publicity relating to the Promotional Competition, the Promoter may incorporate the Winner in publicity campaigns or allow their names 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.
- 7.3 The Participants consent, by taking part in the Promotional Competition to the Promoter using the personal information collected through the Promotional Competition to adjudicate the Promotional Competition and for future marketing purposes by the Promoter in relation to the Promotional Competition as contemplated in clause 7.2 above.
- 7.4 Where Participants/Winners consent to take part in the Promoter’s publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will 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 and for any reason that the Promoter deems fit. 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 and/or the Competition Rules, the decision of the Promoter shall be final and binding and no correspondence shall 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, its directors, employees, agents and the Promoter's promotional partners, their directors, employees and agents ("the 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 his/her 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 a 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 a Prize with any other prize of similar commercial value to the Prize offered herein, 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 will be charged by the caller'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.