

**COMPETITION RULES FOR  
TWINSAVER'S "HOME CARE HAMPER" COMPETITION**

**1. Interpretation**

1.1 In the Competition Rules, unless the context clearly indicates a contrary intention, the following words and expressions shall have the meanings ascribed to them below, 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 The Whalley Collective;

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 "Indemnified Parties" has the meaning ascribed thereto in clause 10.1.1 hereof;

1.1.6 "Participant" means any natural person who is eligible in terms of clause 4.1 hereof and who enters the Promotional Competition in terms of clause 5 hereof;

1.1.7 "Participating Products" means the Twinsaver products to which this Promotional Competition pertains, as further described in clause 5.2.1 hereof;

1.1.8 "POPI" means the Protection of Personal Information Act No. 4 of 2013;

1.1.9 "Promoter" means Main Street 1310 (Proprietary) Limited trading as Twinsaver Group;

1.1.10 "Promotional Competition" means the promotional competition, known as Twinsaver's "Home Care Hamper Competition", to which these Competition Rules pertain, as run by the Promoter during the Promotion Period;

1.1.11 "Promotion Period" means the period commencing on 1 August 2021 00h00 and ending on 31 August 2021 at 23h59;

1.1.12 "Prizes" means the prizes available to be won in the Promotional Competition, such as a range of Twinsaver's Home Care range of products.

1.1.13 "Redeemable Period" means the period within which the Winners have to redeem their Prize, being the period from 1 August 2021 and 30 September 2021.

## **2. Introduction**

2.1.1 The Promoter is promoting the Promotional Competition in terms of which Participants can enter the Promotional Competition during the Promotion Period 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.

## **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;

3.1.2 create risk or liability for the Participant;

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 To be eligible to enter the Promotional Competition, 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 and that he/she understands and thereby agrees to be bound by the Competition Rules.

4.3 It is a material term of the Promotional Competition that all Participants to the Promotional Competition participate entirely at their own risk.

4.4 No director, member, partner, employee, agent or consultant of the Promoter, or their spouses, life partners, business partners or immediate family members, or a supplier of goods or services in connection with the Promotional Competition, may participate in the Promotional Competition.

4.5 The Participant consents to give their personal information required to process the prize as may be required by the Promoter in accordance to the POPI Act 4 of 2013.

## **5. How to enter**

5.1 The Promotional Competition is social media based competition. Entry will only be permitted via Social Media (Facebook and Instagram).

5.2 To enter The Promotional Competition, Participants are required during the Promotion Period:

5.2.1 to post a video of themselves using a Twinsaver Home Care product; Twinsaver's Select A Size, on Facebook and Instagram.

5.2.2 to tag @TwinsaverSA in their videos posted on social media.

## **6. The Prizes**

6.1 The Prizes available to be won in the Promotional Competition are as follows:

6.1.1 One of two Twinsaver Home Care product hampers.

## **7. The Draws**

7.1 The Winners of the Prizes will be selected by randomly on social media. The random draws will be conducted for and on behalf of the Promoter by the Agency.

7.2 The Winners will be notified telephonically within 2 (two) weeks of the selection having taken place, using the comment section on social media.

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 draw another Winner in substitution.

7.3 The names of the Winners will be announced on social media via a post with the names of the winners. Any queries in this regard may be directed to the Twinsaver Care line 0860 777 111.

7.4 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 shareholders, directors, employees, agents, partners, suppliers, consultants or sponsors.

7.5 The Promoter reserves the right to permit any deviations from the Competition Rules by any particular Participant or by Participants generally if the Promoter, in its sole and absolute discretion, deems it fit to do so in any circumstances.

7.6 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 and absolute discretion, including that the Promoter shall be entitled to immediately disqualify Participants from the Promotional Competition.

7.7 Unlawful, fraudulent, plagiarism or otherwise dishonest conduct or any conduct in breach of the Competition Rules by a Participant, determined in the Promoter's sole and absolute discretion, may result in disqualification from the Promotional Competition and ineligibility to win any Prize.

## **8. Indemnification**

8.1 By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:

8.1.1 the Participant indemnifies and holds harmless the Promoter, its shareholders, directors, employees, agents and the Promoter's promotional partners, their shareholders, directors, employees and agents ("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

8.1.2 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.

## **9. General**

9.1 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 and absolute discretion.

9.2 For further information or enquiries relating to the Promotional Competition, Participants can email the Twinsaver careline at [consumercare@twinsaver.co.za](mailto: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.

9.3 The Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.

9.4 Clause headings in the Competition Rules are for purposes of reference only and shall not be used in interpretation.

9.5 A copy of the Competition Rules will be made available on the Website.