





**WIN A HOME WITH BALWIN PROPERTIES AND MALL OF THE SOUTH  
("COMPETITION")**

**COMPETITION TERMS AND CONDITIONS ("T's & C's")**

**Date these T's and C's were first published: 1 July 2022**

**Date these T's and C's were last changed: N/A**

These T's & C's, as may be amended from time to time, explain your rights and duties in respect of the Competition. If you take part in this Competition and/or accept any prize, these T's and C's will apply to you. Please read the T's and C's carefully and pay special attention to all the terms printed in bold.

<b>1.</b>	<b>Competition name:</b>	Win a home with Balwin Properties and Mall of the South
<b>2.</b>	<b>Promoter's details:</b>	This Competition is conducted and organized by Mall of the South (" <b>Mall</b> ") and offered by Mall of the South (Pty) Ltd (Registration Number: 2020/150943/07) (" <b>Landlord</b> "). In these T's & C's we refer to the above promoter(s) as "the Landlord" and the entrants as "the Participant(s)" or "you".
<b>IMPORTANT INFORMATION</b>		
<b>3.</b>	<b>Eligibility: Who may enter the Competition?"</b>	To enter the Competition, a Participant must reside in <b>Gauteng</b> and be in possession of a valid South African identity document or passport.
<b>4.</b>	<b>Who cannot enter the Competition?</b>	The Competition may not be entered into by any director, member, partner, employee, agent, consultant, tenant of the Landlord at the Mall and/or Balwin Properties, the marketing service providers and/or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members.
<b>5.</b>	<b>Competition Period:</b>	The Competition will run from 1 July 2022 until 31 May 2023 (" <b>Competition Period</b> "). Any entries received after a Competition Period will not be taken into consideration.
<b>6.</b>	<b>How to enter?</b>	To enter the Competition, a Participant will be required, for the duration of the Competition Period to: <ul style="list-style-type: none"> <li>6.1 visit the Mall;</li> <li>6.2 spend an amount of R 300.00 (Three Hundred Rand) or more on a single or multiple till slips ("<b>Till Slip</b>") at selected stores located at Mall of the South;</li> <li>6.3 Navigate your way through the Mall to any 1 (one) participating store and request an entry form or Participants can download it from the Mall's website at <a href="http://www.mallofthesouth.co.za">www.mallofthesouth.co.za</a> ("<b>Entry Form</b>");</li> </ul>



		<p>6.4 complete all information requested on the Entry Form and attach your Till Slip ("<b>Completed Entry</b>"); and</p> <p>6.5 Once you have a Completed Entry, navigate your way through the Mall and locate the entry box ("<b>Entry Box</b>"); once located drop off your Completed Entry in the Entry Box ("<b>Entry</b>"). <b>All entries that are incomplete, damaged, defaced or illegible will be void and not eligible for a prize. Only Till Slip/s obtained during the Competition Period at stores located at the Mall will be valid.</b></p> <p>6.6 Participants will also be able to enter the competition using the flow code (QR code) that is available on the Entry Form. Participants will need to complete all information requested on the online Entry Form, attach your Till Slip and submit the Completed Entry.</p> <p><b>The Landlord in its sole and absolute discretion, reserves the right to disqualify and immediately remove any Entry that fails to meet the aforementioned criteria, is offensive and/or is not related to the purpose of the Competition.</b></p> <p>Upon compliance with (6.1) – (6.6) above a Participant will automatically be deemed to have entered the Competition. There are no additional charges for participating in the Competition.</p>
7.	<b>Limitation on entries</b>	A Participant may enter as many times as s/he wishes during the Competition Period and can only win once per draw.
8.	<b>How will the Winner/s be selected?</b>	<p>8.1 Upon expiry of the Competition Period the Landlord, together with Balwin Properties ("<b>Participating Merchant</b>"), shall randomly pick a total of 110 (One Hundred and Ten) semi-finalists by no later than, 2 June 2023 ("<b>Semi- Finalists</b>") who shall be contacted as per item 11 below. <b>This selection process will be overseen by an independent auditor.</b></p> <p>8.1.1 The Semi-Finalists selection will take place on the second Monday of every month. 5 (Five) valid Entries will be randomly selected from the online Entries through an electronic selecting system and another 5 (Five) valid printed Entries will be selected at the Balwin Properties display in the Palladium Court. The first Semi-Finalist selection will commence from 8 August 2022.</p>



		<p>8.1.2 Entries selected from the entry boxes during the Semi-Finals will not be placed back into the entry boxes. Participants are encouraged to spend the required amount and try their luck again in the Competition;</p> <p><b>8.2</b> A total of 55 (Fifty-five) Semi-Finalists will be randomly selected from the Entry Boxes; and 55 (Fifty-five) will be selected from the online Entries. <b>This selection process will be overseen by an independent auditor.</b></p> <p>8.3 All selected Semi-Finalists will be contacted by no later than <b>2 June 2023</b>, they shall be contacted as per item 11 below. This selection process will be overseen by an independent auditor.</p> <p>8.4 The Semi-Finalists will be required to present themselves at Thaba Eco Village on 10 June 2023 for a live draw ("<b>Live Draw</b>"), whereby the Semi-Finalists will be subjected to a further draw to be selected as the Top ten finalists ("<b>Top 10</b>"). In the event that a Semi-Finalist name is drawn, and he/she is not present at the Live Draw, that Top 10 finalist will unfortunately be disqualified from the Live Draw. In the event that a Semi-Finalist cannot attend the Live Draw, the Semi-Finalist will need to inform the Mall's marketing department prior to the Live Draw and will be required to send a proxy in his/her place as a representative ("<b>Represented Top 10</b>").</p> <p>The Top 10 will each be awarded an apartment key and will be requested to each try open the apartment located at <b>Thaba Eco Village</b> with their key. The Top 10 finalist whose key unlocks the apartment, shall be deemed as the winner ("<b>Winner</b>").</p> <p><b>Participants are reminded that each process mentioned above will be overseen by an independent auditor. In addition, only one key will be able to open the apartment and the order of selection of the key and of opening thereof will be randomly done for the purposes of having order on the day.</b> Participants are further advised that the Landlord and Balwin Properties will not be responsible for the travel costs to the Live Draw, such costs are on the Participant's own account. <b>All Covid-19 health protocols will be observed.</b></p>
<p><b>9.</b></p>	<p><b>Winner announced on</b></p>	<p>Due to the nature of this Competition, the Winner will be announced at the Live Draw.</p>



<p><b>10.</b></p>	<p><b>The prizes</b></p>	<p>The Winner shall receive the following prize:</p> <p>10.1 An apartment at Thaba Eco Village valued at R999 900 00 (Nine Hundred and Ninety-Nine Thousand Nine Hundred Rands). The apartment value comprises cost of apartment along with the Defy appliances and the interior design that comes with the apartment (“Prize”). <b>The Competition promoters do not guarantee that the interior design will be in accordance to the Winner’s preference nor can they estimate the exact amount that such design will cost.</b></p> <p>10.2 The appliances that comes with the apartment are the following: A Defy fridge, a Defy dishwasher and a Defy washer dryer combo.</p> <p>10.3 All paperwork relating to the transfer of ownership will be concluded between Balwin Properties and the Winner.</p> <p>10.4 The Winner will be responsible for electricity and water consumption charges. These services are prepaid.</p> <p>10.5 No transfer fees apply.</p> <p>10.6 Levies are approximately R800 (Eight Hundred Rands) with an escalation of approximately 8% (Eight percent)</p> <p>10.7 Domestic Effluent rates are approximately R500 (Five Hundred Rands) with an escalation of approximately 8% (Eight percent)</p> <p>10.8 Building insurance is covered in the Levies; the Winner is responsible to obtain his/her own household insurance.</p> <p><b>10.9 The Landlord and Balwin Properties will not be held liable for any costs associated with the apartment after the Winner has claimed the Prize. The Winner becomes fully responsible for costs and maintenance relating to the Prize from date of winning the Prize and the date of transfer of the property into their name.</b></p> <p><b>10.10 All other expenses incurred after the Landlord and Balwin Properties have handed over the Prize will be on the Winner’s own account.</b></p> <p>The Prize is courtesy of the Landlord and Balwin Properties and subject to the terms and conditions that may be imposed by the Landlord or Balwin Properties from time to time.</p> <p><b>The prizes must be uplifted directly from the Balwin Properties. The Landlord shall not be liable for any delays in delivery of the Prizes, damage, maintenance, claims for liability arising from the Winner uplifting the Prize of whatsoever nature and howsoever arising and/or negotiation of whatsoever nature regarding the Prize.</b></p>
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11.	<b>How will the Winner/s be informed?</b>	<p>The Landlord will use all reasonable efforts to contact the Semi-Finalist/s through his/her contact details as provided in the Participants Entry Form.</p> <p>The Semi-finalists will be notified <i>via</i> email and/or telephonically by the Mall marketing team by no later than 6 June 2023.</p> <p>If the Landlord is unable to contact or reach the Semi-Finalist within 14 (Fourteen) days of having announced the Semi-Finalist, the Entry by that Participant will be disqualified. The Landlord will be entitled to thereafter randomly select another Semi-Finalist. That Semi-Finalist will also be contacted with his/her contacted details as provided in the Entry Form, as soon as reasonably practicable.</p> <p>The Represented Top 10 will be contacted if they are deemed a Winner.</p>
12.	<b>Upliftment of prizes</b>	<p>Once the Winner has been announced, the Winner will acknowledge and accept that s/he will be required to complete a waiver before the Prize can be handed over. The Landlord reserves the right to withhold the Prize until the Winner completes same.</p>
13.	<b>Deadline for claiming prizes</b>	<p>In the event that the Landlord is unable to reach a Represented winner within 14 (Fourteen) days of the Live Draw, that winner will deemed to have forfeited the Prize and the competition shall end without the Landlord awarding the Prize.</p>
14.	<b>Data usage and Privacy policy</b>	<p>Participants are fully aware that in order for the Landlord to offer the Competition, the Landlord may collect and use personal information of the Participants. The personal information may include but is in no way limited to a Participant's:</p> <ol style="list-style-type: none"> <li>a. First name and surname;</li> <li>b. Physical address;</li> <li>c. Email address;</li> <li>d. Mobile number; and/or</li> <li>e. Images/ photographs.</li> </ol> <p>Personal information which a Participant provides to the Landlord when entering the Competition, may, subject to prevailing law, be used for future marketing activity by the Landlord, unless the Participant duly notifies the Landlord that he/she wishes to opt out of receiving such marketing communications. The Landlord warrants that the personal</p>



		information will be treated in a confidential manner and will not be shared with any unauthorised third parties. The Landlord will disclose the personal information only if required to do so by law.
<b>15.</b>	<b>Platform where these T's &amp; C's can be found:</b>	For the duration of the Competition Period, a copy of these T's and C's can, at no cost – 15 Mall Website <a href="https://mallofthesouth.co.za/">https://mallofthesouth.co.za/</a>
<b>16.</b>	<b>General terms</b>	<p><b>16.1</b> The Landlord and/or Balwin Properties reserves the right to terminate the Competition with immediate effect before the end of the Competition Period at any time, if deemed necessary in its sole discretion or if circumstances arise outside of its control. No Participant will have any claim against the Landlord and/or Balwin Properties for such a termination.</p> <p><b>16.2</b> The Landlord and/or Balwin Properties shall not be responsible for any loss or misdirected entries.</p> <p><b>16.3</b> Participation in the Competition constitutes automatic acceptance of the T's and C's contained herein and the Participant agrees to abide by the T's and C's.</p> <p><b>16.4</b> Winners may not win any Mall Competition more than once in a 30-day period. Any winners drawn who have won in the last 30 days will be disqualified from any such Competition and another winner will be drawn.</p> <p><b>16.5</b> All Winners in respect of the Competition may be requested to be photographed so that their photographs may be used for future promotional purposes in relation to the Mall. Promoting platforms will include the Mall Facebook page, Twitter page, Instagram page, website page and shopping centre retail industry publications. No fees will be payable in this regard. The Winners will be given the opportunity to decline the publication of their images.</p> <p><b>16.6</b> The Landlord and/or Balwin Properties does not make any representations or give any warranties, whether express or implicit, that the Participant's participation in this Competition will necessarily result in the Participant winning a prize or that the aforesaid Prizes will meet the Participant's unique requirements, preferences, standards or expectations.</p>



		<p><b>16.7</b> To the extent permissible in law, the Landlord and/or Balwin Properties is not responsible and cannot be held liable for any accident, injury, harm, death, loss or damages of whatsoever nature, howsoever arising, as a result of the Participant's participation in this Competition, unless the Landlord and/or Balwin Properties acted fraudulently or with gross negligence.</p> <p><b>16.8</b> Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.</p> <p><b>16.9</b> These T's and C's will be construed, interpreted and enforced in terms of South African law.</p> <p><b>16.10</b> The Landlord will make a final and binding decision in respect of all matters relating to the results, qualifiers and disputes relating to the Competition, and no correspondence will be entered into.</p>
<p><b>17.</b></p>	<p><b>Amendment of T's and C's</b></p>	<p>If considered necessary, the Landlord and/or Balwin Properties reserves the right to amend the T's and C's by providing reasonable prior notice.</p>
<p><b>18.</b></p>	<p><b>Any questions, comments or complaints regarding the Competition are to be directed to:</b></p>	<p>Name : Mall of the South Marketing Department          Telephone : 0116828780          Email : <a href="mailto:motsmedia@redefine.co.za">motsmedia@redefine.co.za</a></p>