



## **COMPETITION TERMS AND CONDITIONS**

1. This Competition is promoted by Cashbuild (South Africa) (Pty) Ltd (Reg No: 1949/033566/07) (the “**Promoter**”). This Competition is conducted in accordance with the provisions of section 36 read with Regulation 11 of the Consumer Protection Act No. 68 of 2008 (“**CPA**”) as amended from time to time.
2. **Competition Period**  
The Competition will run from the 24<sup>th</sup> of October 2024 until the 23<sup>rd</sup> of December 2024, both dates inclusive (the “**Competition Period**”). No entries will be accepted after midnight on the 23<sup>rd</sup> of December 2024.
3. **Who Can Participate in the Competition**  
You are entitled to participate in this Competition if you are a natural person, 18 (eighteen) years or older, who is either a South African citizen or resident and in possession of a valid identification document. The Promoter reserves the right, at any time, to verify the validity of a Participant (including but not limited to a participant’s identity and age) and to reject any Participant who has not complied with these terms and conditions. Errors and omissions may be accepted at the Promoter’s sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. **People Excluded from Participating in the Competition**  
Director, member, partner, employee, agent, consultant of, or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members.
5. **How to Enter**
  - 5.1. Participant(s) must provide their cellphone number at the till point to be entered through Cashbuild Shopper. (To receive SMS’s)
  - 5.2. Participant(s) must purchase qualifying Duram Tinted Paint products to the value of R1000 at selected Cashbuild stores to enter. Competition is applicable to the relevant Cashbuild stores only (e.g. customer cannot go to Mthata Central and enter, can only enter at Mthata East). Selected stores listed below.
  - 5.3. Selected Cashbuild Stores:
    - Southgate
    - Ebony Park
    - Tsakane Mall
    - Lusikisiki
    - Kuruman
    - Delft
    - Siyabuswa
    - Mthata East
    - Idutywa

6. **Number of Entries Per Participant**

One entry per transaction of qualifying Duram Tinted Paint products purchased to the value of R1000 or more.

7. **Entry Fee**

There is no entry fee to participate in the Competition, save for clause 5 above.

8. **The Prize**

8.1. The Participant stands to win Duram Paint to the value of R5000.

9. **General Terms and Conditions**

- 9.1. When you submit your details for Cashbuild Shopper, you give Top Shopper permission to contact you via SMS.
- 9.2. You further grant permission to Top Shopper to send you competition reminders and updates through Cashbuild Shopper once a week, every Monday starting from the 21<sup>st</sup> of October 2024 and ending 23<sup>rd</sup> December 2024.
- 9.3. The Winner(s) will be chosen by means of a random draw by Top Shopper to identify participant(s) that meet the Competition qualifying criteria and if so that the drawn Participant will be the Winner(s) (subject to the Promoter being able to contact the Winner(s) successfully)
- 9.4. The draw will take place on the 24<sup>th</sup> of December 2024 and the Winner(s) will be notified by Top Shopper through Cashbuild Shopper via direct message or phone call within 48 (forty-eight) hours of the random draw taking place by someone from Cashbuild (South Africa) (Pty) Ltd.
- 9.5. In the event the Competition draw is postponed, only the Promoter has the discretion to elect a new date which will be published within 4 (four) days after the original draw on our website <https://www.cashbuild.co.za/shop/>.
- 9.6. The Promoter will attempt to contact the Winner(s) at least 3 (three) times, but if the Promoter is unable to contact the Winner(s) within 2 (two) days, after the third attempt through no fault of the Promoter, the Prize will be awarded to the next eligible Winner(s). The Winner(s) will also be announced on the Promoter's web page only once the Promoter has made successful contact with the Winner(s).
- 9.7. In the event the Promoter is unsuccessful in contacting the winner(s), a new winner(s) will be randomly drawn and shall be contacted.
- 9.8. The Competition is not open to employees, family members of employees, and/or representatives of the Promoter's and any supplier of goods or services in connection with the Competition. The winner(s) will be required to confirm this in the form of a written declaration.
- 9.9. The winner's Prize is not transferable, non-refundable, non-exchangeable, and cannot be redeemed for cash.
- 9.10. The Winner(s) will collect their prize at their selected Cashbuild store. The Winner(s) will have 6 months from the closing date of the Competition to take up the Prize.
- 9.11. The Participant hereby consents to supplying their personal information and contact details in accordance with the Protection of Personal Information Act 4 of 2013 to any third-party service provider to assist with the administration of the Competition as well as to contact the Participant should they be one of the winners of the competition.
- 9.12. The Participant hereby consents to the Promoter's using and processing any personal information in accordance with the Protection of Personal Information Act 4 of 2013 for processing of the Participant's entry as stated herein.
- 9.13. The winners may be requested to provide their names for advertising purposes. The name of the Winner(s) and their pictures may be re-posted on the promoter's various Social Media

- sites, including Facebook, Instagram and other Cashbuild social media platforms, once consent has been provided.
- 9.14. The Promoter reserves the right to amend, modify, cancel or withdraw any aspect of this Competition in its sole discretion at any time without prior notice or liability in the event there are any unforeseen circumstances or causes outside of the Promoters' reasonable control. The Promoter cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants of this Competition agree that the Promoter, subject to prevailing law, has no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of the Prize, or from participation in this Competition.
- 9.15. The laws of the Republic of South Africa govern this Competition. If any provision or part of these Competition Rules is deemed void or otherwise unenforceable in law, then that provision or part shall be deemed excluded and the remainder of these Competition Rules shall remain in force. Any violation of these Competition Rules will result in the immediate disqualification of the transgressing Participant from the Competition.
- 9.16. The Promoters decision is final, and no correspondence will be entered into.
- 9.17. The right of a Participant to any benefit or right conferred as a result of participating in the Competition will only be fully vested when the Winner has been duly contacted.
- 9.18. Errors and omissions excepted.
- 9.19. A copy of these Competition Rules is available at <https://www.cashbuild.co.za/leaflets>