

## Maponya Mall – Competition Terms and Conditions

In order to enter and be eligible to win the current competition(s), you agree to be bound by all of the Terms and Conditions outlined below, as well as the additional Terms and Conditions that govern the use of Showmax, and any of associated products and services, available to read on their respective websites.

The competition will be operated by Showmax

### STANDARD TERMS AND CONDITIONS FOR COMPETITIONS

1. These are the standard terms and conditions for competitions conducted or promoted by or in association with the Showmax ("Showmax").
2. Your entry into the competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons ("your partner")).
3. The competition is not open to:
  - 3.1 directors, members, partners, agents, employees or consultants of the Multichoice Group of companies or any supplier of goods or services in connection with a competition; and
  - 3.2 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.1 above.
4. Entrants under the age of 18 can enter and must obtain permission from their parents or guardians before entering.
5. You may not participate in or win a competition if you have won a competition promoted by us within the past six months, save for competitions wherein the prize is a ticket to attend an event, in which case the waiting period will be one month. You will be eligible to participate in a competition promoted by us after the expiry of six or one month/s, whichever is applicable, after the date on which you won the last competition.
6. If you use a mobile phone for entry into the competition, the telephone calls / text messages you make will be charged at the prevailing rates, which may vary from time to time. "Free" minutes under a cell-phone contract do not apply.
7. It is your responsibility to ensure that your entry is received by us prior to the closure of the competition. Any entries which are not received by us prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry. We and our affiliates are not responsible for any entries which are not received by us, whether timeously or at all, regardless of the cause thereof. Without limitation, we and our affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.
8. We and our affiliates are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to enter into, or obtain any materials related to, the competition.
9. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.
10. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. Showmax will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the competition and your acceptance and/or use of a prize.

11. We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that –
  - 11.1 your entry or participation in the competition will necessarily result in you winning a prize;
  - 11.2 a prize, or any aspect thereof, will meet your, or, if applicable, your partner's, requirements, preferences, standards or expectations; or
  - 11.3 a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
12. We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
13. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.
14. You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.
15. You must possess whatever documents and permissions that may be required in order to accept and use a prize, including, (ID Document and Valid Passport), which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.
16. The winners will be notified by means of the contact details provided to us. If we are, or a third party supplier is, unable to contact a winner within 30 days or if the winner is unable to collect the prize within 14 days, the winner will forfeit the prize and Showmax reserves the right to re-draw a new winner under the same conditions.
17. We may invite you to be present when the prize winners are determined or announced, to participate in any of our marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of our goods or services, for which no fee, royalty or other compensation will be payable. You may decline such an invitation.
18. We may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate your acceptance and/or use of a prize. If you refuse to provide us with the requested information or documentation, you will forfeit the prize.
19. In the event that you win a prize provided by a third-party supplier, the supplier will contact you to arrange the collection thereof. In this regard, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed at the supplier of the prize. Showmax will not be responsible for any further correspondence, harm, damage, loss or claim relating to the provision of any element of the prize.
20. We and our third-party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us, our affiliates and third-party suppliers.
21. You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
22. We and our affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the terms and conditions. In the event that any liability is imputed on us, such liability will be limited to the value of the prize.

23. You, and in the event of your death, your family, dependents, heirs, assignees or any other beneficiaries of your estate, indemnify and hold us and our affiliates harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this competition and/or acceptance and/or use by you of a prize.

24. You acknowledge that the acceptance and use of a prize is subject to the proviso that -  
24.1 all of the terms and conditions will apply to both you and your partner (if applicable), and you will ensure that your partner agrees to be bound and complies, and will continue to comply, therewith;  
24.2 you indemnify and hold us and our affiliates harmless against any claim by your partner or any third party in the event that your partner suffers any loss or damage pursuant to your partner's acceptance and/or use of a prize;

25. If you fail, to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have, -

25.1 you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize);

25.2 you will pay us for any loss or damage incurred by us directly or indirectly as a result of your noncompliance, including all of our legal costs (including attorney and own client costs) which we may incur in taking any steps pursuant to your non-compliance; and

25.3 you indemnify and hold us and our affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.

26. For purposes hereof, "affiliate" means our partners, co promoters and sponsors of this competition, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.

27. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.

28. Showmax and the judges' decision on any matter concerning the competition and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.

#### ADDITIONAL TERMS AND CONDITIONS PERTAINING TO THE GAME OF THRONES COMPETITION

1. Showmax Terms and Conditions Apply.
2. The competition runs from 09 March 2020 and closes at 15 March 2020.
3. Competition is only valid to Showmax registered customers whose accounts can be verified via email. Must be a subscriber with payment details from 09 March 2020 (Promotional Period).
4. Customers who sign up will get a 14 Day free trial
5. Customers who cancel their Showmax subscription before the competition closes will be disqualified.
6. The winner can only claim the prize at Maponya Mall and no other place/venue/entity
7. The competition prize includes the following:

➤ R20,000 cash prize only

8. Showmax reserves the right, in its sole discretion and to the extent permitted by law, to amend these T&C's at any time. Showmax may notify the participant of any significant changes, however there is no obligation on Showmax to do so and it remains your responsibility to check these terms and conditions and conditions regularly on the website and/or any other communications' medium applicable.

9. Showmax shall have the right to terminate the competition ("Termination") immediately and without notice for any reason beyond its control which would require such termination. In the event of such Termination, the participant agrees to waive any rights that the participant may have in terms of this competition and acknowledges that the participant will have no recourse against Showmax, its affiliates, agents and/or staff.

10. These terms and conditions constitute an agreement between Showmax and the participant and/or the entrant.

11. By entering the competition, the participant confirms that they have read, understood and agree to be bound by these terms and conditions, as they may be amended from time to time.

12. The competition is open to all South African Residents above the age of 18 who are in possession of a valid identity document or passport. Directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by Showmax, radio stations or marketing service providers in respect of the competition, or the spouses, life partners, business partners or immediate family members cannot enter the Promotion.

13. By entering the competition, the participant agrees to receive communication from the Promoter.

14. Showmax staff members (whether permanent or otherwise), their family members, any affiliates, partners and stakeholders are not eligible to enter and win the prize.

15. Prizes are not transferable for cash.

16. Proof of ID and address will be required in order to claim your prize.

#### A. HOW TO ENTER

A.1. Customer subscribes / sign's up to Showmax.