

1. Mahala Loyalty Competitions General Rules:

- 1.1 The Competition is open to all residents of South Africa aged 18 years and older. The Competition is not available to employees of Mahala Loyalty and their close relatives or anyone otherwise connected with the organisation or judging of the Competition or required actions to enter the Competition will be set-out in each Competition that is communicated to the member.
- 1.2 There are no entry fees to participate in Mahala Loyalty competitions.
- 1.3 By entering the Competition, an entrant is indicating his/her agreement to be bound by Mahala Loyalty and third-party terms and conditions.
- 1.4 Depending on the Competition, a member's entry can result to multiple entries or just one entry. This will be specified per Competition.
- 1.5 Closing date for entry will be stipulated on the relevant Competition. After this date no further entries to the Competition will be permitted.
- 1.6 MAHALA LOYALTY takes no responsibility for entries not received, for whatever reason.
- 1.7 MAHALA LOYALTY will define how a member can enter the Competition and it will be hosted through the following channels: website (www.mahalas.co.za), MAHALA LOYALTY Mobi site (www.mahala.mobi), the App or on our social media channels (Facebook and Instagram)
- 1.8 MAHALA LOYALTY reserves the right to cancel or amend the Competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the Competition will be notified to entrants as soon as possible.
- 1.9 MAHALA LOYALTY is not responsible for any inaccurate details supplied by the entrant.
- 1.10 Winners will be announced via MAHALA LOYALTY social media, E-mail and/or per Telephone.
- 1.11 MAHALA LOYALTY's decision in respect of the winners will be final and no correspondence with entrants will be entered into.
- 1.12 MAHALA LOYALTY and non-MAHALA LOYALTY members are eligible to enter MAHALA LOYALTY Competitions and the rules for entry will be displayed with each Competition.
- 1.13 Competitions are in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to MAHALA LOYALTY Programme and not to any other party.
- 1.14 MAHALA LOYALTY can use the prize winner(s) identity and/or photo for promotional and marketing purposes unless otherwise specified by the winner(s) (this will be confirmed when MAHALA LOYALTY notifies the winner(s)).

All relevant terms and conditions relating to external parties are available on www.Mahalas.co.za or www.Mahala.mobi

2. MAHALA LOYALTY COMPETITION JUN 2022 (What's the deal with your wheels?)

2.1 Definitions, unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

2.1.1 **"Competition"** means the Mahala Loyalty Competition organised and promoted by Mahala Loyalty to all members.

2.1.2 **"Competition Period"** means start date 1 June 2022 and end date 30 June 2022 at 23h59 of the closing date.

2.1.3 **"Closing Date"** is 30 June 2022. No entries will be accepted after midnight on 30 June 2022.

2.1.4 **"Participant"** means a person who enters in and is eligible to win a Prize in the Competition.

2.1.5 **"Promoter"** means Mahala Loyalty (Pty) Limited (Registration Number: 2001/030145/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.

2.2 By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges having read and understood. This Competition shall be conducted in accordance with the provisions of section 36 read with Regulation 11 of the Consumer Protection Act No. 68 of 2008.

2.3 In order to be eligible for participation in this Competition an entrant must: be a natural person, over the age of 18 (eighteen years) who is either a South African citizen or permanent resident carrying a valid work permit to Successfully enter the Competition in accordance with the entry mechanism set out in herein.

2.4 The Participant must agree to permit the Promoter to collect his/her personal information for the purpose of the Competition and the Promoter's product marketing and development. and undertake to abide by these Rules.

2.5 Only one entry per person will be permitted.

2.6 There is no entry fee to participate in the Competition.

2.7 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.

2.8 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.

2.9 Directors, members, employees, agents of, or consultants to the Promoter and its subsidiaries, their promotional partners and printers, their advertising and promotional agencies, supplier of goods or services in connection with this Competition, or if you are any of the persons' immediate family, including spouses, life partners, parents, children, and siblings, are excluded from being entered into this Competition.

2.10 How to enter and stand a chance to win:

(1 – 30 June 2022):

1. Take a selfie of you and your car and WhatsApp to us on 081 487 2073 OR
2. Tell us why you love your car on (Enter link)

If you are not registered as a Mahala member you can register on Mahala.mobi for a month's free trial membership (username and password – sent to you via SMS or e-mail).

2.11 The Prize

- A weekend away sponsored by Dream Hotels (2 Nights for two people sharing on a B&B Basis at the Blue Marlin Hotel, Scottburgh)
- R1000,00 cash for spending sponsored by Mahala
- 3 Day car rental from Avis or Hertz

- 2.12 The winner of the Prize as stated in clause 2.11 will be chosen by a random draw from eligible entries and shall be notified directly via email or telephone (depending on the information provided on the Mahala Loyalty website) within 72 (seventy-two) hours of the Draw Date.
- 2.13 The Prize may not be swapped or transferred and are not redeemable for cash.
- 2.14 In the event that the Prize winner cannot be successfully contacted within 72 hours of the draw date or is unable, for any reason whatsoever, to accept the prize, a replacement winner will be randomly drawn from the remaining qualifying participants in the draw in accordance with the same process and procedures as applicable to the original draw.
- 2.15 The Prize winner submits that all content shared with the Promoter may be used freely, without consultation on all platforms, and may be amended in any way the Promoter sees fit.
- 2.16 PPERSONAL INFORMATION is information relating to a Participant. Personal information includes a Participant's identity number, passport number, and contact details in accordance with the Protection of Personal Information Act ("POPI").
- 2.17 By entering this Competition, a Participant agrees that the Promoter may use his/her personal information in connection with the Competition.
- 2.18 The Winner will be required to complete a declaration acknowledging receipt of the prize and that he/she is not connected to the Promoter as stipulated above.
- 2.19 By entering the Competition, a Participant consents to the Promoter sending competition material during and after this Competition, in accordance with POPI.
- 2.20 Participants of this Competition are voluntarily providing their personal information as envisaged by POPI to the Promoter, its associated agencies, and the third-party service providers running the Competition in conjunction with the Promoter.
- 2.21 By entering this competition, participants authorize the Promoter to collect, store and use (not share unless legally required to do so) personal information as envisaged by POPI of Participants for communication or statistical purposes.
- 2.22 Participants are entitled to decline any marketing communication and inform the Promoter in writing should a Participant wish to be removed from all communication.
- 2.23 The Participant agrees that any video or photographs taken of them in relation to this Competition become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the media footage.
- 2.24 By entry into this competition, all Participants consent to having their data captured on the Promoters' system. The Participant agrees that any video or photographs taken of them in relation to this Competition become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the media footage.
- 2.25 By participating in this Competition, a Participant agrees to all the Competition Rules set out above, without exception.
- 2.26 The Promoter and/or Participating Store/s will not use any Participant's personal information in any way which breaks the law and Premier undertakes to keep all personal information of Participants secure and for as long as the law requires.
- 2.27 In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.
- 2.28 The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on the MAHALA LOYALTY website (<http://www.Mahalas.co.za/>).

- 2.29 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.
- 2.30 The Promoter cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.
- 2.31 The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and the Participants hereby indemnify and hold the Indemnified Parties harmless from any claim, liability, cost, damage, expense or penalty suffered in whole or part, directly or indirectly or incurred by any person as a result of participating in the Competition.
- 2.32 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.
- 2.33 Any violation of these Competition Rules will result in the immediate disqualification of the transgressing Participant from the Competition.
- 2.34 In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered.
- 2.35 In the event of a dispute regarding a winner chosen in accordance as above, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered.
- 2.36 All inquiries regarding the Competition should be sent to the Promoter at competitions@mahalas.co.za or 081 487 2073.
- 2.37 Terms and Conditions will be obtained/accessed by potential entrants via the MAHALA LOYALTY website (<http://www.Mahalas.co.za/>). The Mahala Loyalty team will be activating in the Promotion.