

Defy Hand Blender Set – April 2021

Terms and Conditions

1. ELIGIBILITY

The promoter of this campaign is **Film Fun Holdings (Pty) Ltd** trading as **Teljoy** (“the Promoter”).

The Promoter and its employees (or members of their immediate families) together with its advertising and promotional agencies, promotional partners and printers as well as all the Promoter’s associated companies and outlet owners (or members of their immediate families including spouses, life partners, parents, children and siblings) (collectively referred to as “parties associated with the Promoter”) *are not entitled* to enter into this campaign.

2. ACCEPTANCE

By entering into this campaign, all participants agree to be bound by these rules, which will be interpreted by the Promoter, in its sole discretion and its decision regarding any dispute will be conclusive, final and binding and will not be challenged on any grounds, including without limitation, the grounds that the Promoter failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles or procedural fairness.

3. MECHANICS

The campaign will begin **Thursday, 01 April 2021** and will end on **Friday, 30 April 2021 or when 50 handheld blenders are depleted**. The Promoter reserves the right to amend the validity dates of this campaign at any time without notice.

Rent any Defy product in the month of April and the first 50 customers will receive a FREE Defy hand blender set

By entering, you agree to be bound by the rules specified in these terms and conditions.

You agree to be contacted via various means not limited to e-mail, telephone, Teljoy Facebook or Twitter account.

The ‘entrant’ is qualified as an approved application where 1 (one) or more Defy products are taken up/delivered to a customer’s home.

- Cash payment of the winnings are not permissible; any recourse to courts of law is excluded.
- To qualify, you need to be a South African citizen or permanent resident of South Africa, be 18 (eighteen) years or older.
- To qualify, the entrant need to need to apply and be approved for 1 (one) or more Defy products
- Bundle deals will be counted as 1 (one) product

- This campaign is open to new and existing customers
- The FREE Hand blender is limited to the first 50 entrants
- This campaign will be limited to the Republic of South Africa.
- The decision of the Promoter is final and the Promoter shall not enter into any correspondence about the result.
- Entries that do not comply with these terms and conditions will be disqualified.
- Any breach of the terms and conditions may, at the Promoter's absolute discretion, result in forfeiture of any prize or discount.
- The Promoter shall not be liable for any disruption to the campaign, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of any disruption, the Promoter shall use its reasonable endeavours to remedy any disruption and resume the campaign on a fair and equitable basis to the entrants.

4. PERSONAL DATA

You (the entrant) will be asked to provide *inter alia*, your full name, phone number, e-mail address and age.

The Promoter and its affiliates collect and will use your personal data listed hereby in order to enable your participation in this campaign and related online activities.

All of the information provided by you is collected, processed and used by the Promoter solely for the purpose of Promoter's own legitimate commercial interests. The storage and use of your personal data always occurs in accordance with the applicable data protection regulations.

Your personal data will be available exclusively to the Promoter's, its affiliates' and subsidiaries' for marketing purposes and, by participating in a competition or campaign, you expressly consent to the transfer, storage and processing of the data in South Africa.

The Promoter keeps the data to fulfil the purposes for which it was collected or as required by applicable laws or regulations.

The Promoter will not use your (the entrant's) information for a different purpose without first asking permission to do so. The Promoter may however share your (the entrant's) personal information with any of its authorised third parties.

5. OWNERSHIP AND PUBLICITY

The Promoter does not claim ownership of your submission to the campaign, but by participating, you are granting the Promoter as well as its affiliated companies the following worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid-up rights: to publish your name or alias in connection with this campaign and your contributions.

By entering this, the Promoter reserves the right to communicate with you at any given time during and after the campaign regarding the campaign and you may opt out or de-register at any time.

6. INDEMNITY

All entrants and winners indemnify the Promoter, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or loss howsoever arising, including but not limited to wilful misconduct or negligent act or omission arising from their participation in this campaign.

7. RELEASE OF LIABILITY

The Promoter reserves the right to terminate the campaign at any time.

The Promoter cannot accept any responsibility for entries not received because they have been lost, or not received due to interrupted internet connections or miscommunications, or other electronic malfunctions.

By participating, all entrants release the Promoter, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this campaign from any and all liability with respect to and in any way arising from participation in this campaign, acceptance or use of prizes.

Entrants also agree that the Promoter, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this campaign are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the campaign, the submission and/or its prizes.

Therefore, if you enter into this campaign, you agree not to hold the Promoter or any associated parties of the Promoter liable for any loss or injury you may suffer as a result of entering into this campaign.

The Promoter is not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the campaign or downloading of information in connection with the campaign.

The Promoter reserves the right to modify or cancel the campaign in the event that any portion of any website used to administer any aspect of the campaign becomes technically corrupted.

The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries.

The Promoter is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software,

failure of any e-mail or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to the entrant's or any other person's computer relating to or resulting from participation in this campaign or downloading any materials in this campaign.

Entrants agree that the Promoter and its subsidiaries (The Promoter included), as well as the Promoter's Corporations or its subsidiaries' advertising and competition agencies, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever, and will be held harmless by winner(s) for any injuries, losses or costs or damage of any kind resulting in whole or in part, directly or indirectly from acceptance, possession, misuse or use of prize or parts thereof, or from participation in this campaign.

The Promoter's entire liability and your sole and exclusive remedy will be limited to a distribution of the equivalent amount of prizes as set forth above. By participating in the campaign, you waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) month after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

8. PRIVACY POLICY

The Promoter treats all information collected as confidential. The Promoter privacy policy outlines how the Promoter collects this information and uses it throughout your interactions with the Promoter.

Information is collected by specifically requesting it from you, this occurs when you enter the competition.

Use of information is collected on the site.

The Promoter wants to help you maintain your privacy on the Internet.

The Promoter will treat your information in total confidence and will only share your information with our affiliates, investors, alliance partners and agents and will not sell, share or rent this information to any other third-parties.

The information which the Promoter collects from you may be used for a variety of reasons, such as establishing the general demographics, statistics or market information or to compile a broad profile of visitors who engage with the Promoter.

9. E-MAILS

By entering the campaign, you may automatically be added to the Promoter's mailing list and the Promoter could notify you of new services or specials which may be of interest to you.

From time to time the Promoter may e-mail you information about the Promoter's or our partners, if you do not wish to receive this e-mail you can opt out as provided for in the e-mail.

10. RIGHT TO AMEND THIS POLICY

The Promoter reserves the right to change the terms and conditions at any given time.