

## Defy Competition – June 2021

### Competition Terms and Conditions

#### 1. ELIGIBILITY

The promoter of this competition 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 competition.

#### 2. ACCEPTANCE

By entering the competition, all participants and winners 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. HOW TO ENTER

The competition will begin **Tuesday, 01 June 2021** and will end on **Wednesday, 30 June 2021**. The Promoter reserves the right to amend the validity dates of this competition at any time without notice.

**Rent any Defy product this June & stand a chance to WIN a Defy 490 Litre Side by Side Water Dispenser Fridge!**

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

**The ‘entrant’ is qualified as an approved application where a product is taken up/delivered to a customer’s home.**

**Only successful applications will be entered into the competition**

**The winner will be selected by random draw**

*By entering this competition, you agree to be contacted via various means not limited to e-mail, telephone, Teljoy Facebook or Twitter account.*

The above mentioned competition will be running from **Tuesday, 01 June 2021** and will end on **Wednesday, 30 June 2021**.

The winners will be notified via email by **Friday, 23 July 2021**

*The Promoter reserves the right to select another winner should communication not be responded to within the given time frame.*

Cash payment of the winnings are not permissible; any recourse to courts of law is excluded.

To enter this competition, you need to be a South African citizen or permanent resident of South Africa and be 18 (eighteen) years or older.

**The Promoter reserves the right to substitute a prize with any other prize of equal value to the prize/s offered herein, at its sole discretion.**

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.

The Promoter shall not be liable for any disruption to the competition, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of any disruption to the competition the Promoter shall use its reasonable endeavours to remedy any disruption and resume the competition 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.

All of the information provided by you is collected, processed and used by the Promoter solely for the purpose of this competition.

The storage and use of your personal data always occurs in accordance with the applicable data protection regulations.

By participating in the competition, 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.

#### 5. OWNERSHIP AND PUBLICITY

The Promoter does not claim ownership of your submission to the competition, but by submitting an entry, 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 competition and your contributions.

Therefore entrants understand and agree that their submission may be posted and publically viewable.

By providing a submission, you grant the Promoter and its affiliated companies the right, except where prohibited by law, to use your name for competition purposes in promoting or publicising the competition, including the right to name the winner(s) of the prize(s) in public.

The Promoter, however, does not have any obligation to use the winning entries for any purpose.

The winner/s hereby agrees to allow the Promoter's, to require the winner/s (at no fee) to be identified and a photograph/s taken and published in printed media, or to appear on radio and television, and various online channels when accepting their prize(s).

Details of the winner/s may also be announced on the Promoter's website and any other media properties that it chooses. The Promoter, acting reasonably, retains the right to delay the timing of the publication of the winners of the competition.

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 competition.

## 7. RELEASE OF LIABILITY

The Promoter reserves the right to terminate the competition 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.

Any entries found to be duplicate or fraudulent will result in the entrant being excluded from the competition.

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 competition from any and all liability with respect to and in any way arising from participation in this competition, 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 competition 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 competition, the submission and/or its prizes.

Therefore, if you enter into this competition, 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 competition.

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 competition or downloading of information in connection with the competition.

The Promoter reserves the right to modify or cancel the competition in the event that any portion of any website used to administer any aspect of the competition 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 competition or downloading any materials in this competition.

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 competition.

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 competition, 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.

Please refer to our privacy policy that can be viewed on our website

<https://www.teljoy.co.za/privacy-policy>

#### 9. COMPETITION E-MAILS

By entering the competition, 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.