

## **SURVEY AND COMPETITION TERMS AND CONDITIONS**

1. Massmart Holdings Limited, majority owned by Walmart Inc, holds a group of companies focused on wholesale and retail formats and comprises the Massmart Retail and Massmart Wholesale business units. These units include, but are not limited, to the following operating divisions, Builders, Game, Cambridge Food, Rhino, Makro, Shield, Jumbo, Saverite, Trident and WumDrop, affiliates of Massmart Holdings Inc (collectively "Massmart").

2. These Terms and Conditions govern your participation in Surveys and / or related Competitions and the like. These Terms are a valid and binding contract between you and Massmart from the moment of signature of the Consent form and / or electronic permission provided by yourself. It is therefore important that you read and understand these Terms and Conditions which are amendable at any time by Massmart, without prior notice.

3. By clicking "**I agree**", or by submitting your information on any chosen Massmart electronic platform (portal, website, survey etc.), or by signing up for and voluntarily participating in a Survey and / or a competition, you agree to the terms and conditions and the Massmart Privacy Policy ("collectively referred to as "Terms").

4. Any persons taking part in a Survey ("Participant") or a Competition hereby accepts and agrees that they have had an opportunity to read and consider these Terms and Conditions and that they are bound by these Terms and Conditions and any other Terms and Conditions which Massmart advise are applicable.

### **A. SURVEY**

#### **5. PERMISSION**

5.1 During a Survey, Participant Personal Information is provided to Massmart.

5.2 The Participant acknowledges that Massmart processes its Participant's personal information to provide personalised services, communicate with its Participants / customers for marketing purposes, to send its Participants promotional materials and competitions or communications regarding its products or services and to obtain feedback from customers to improve its products and services.

5.3 Massmart's authorised staff and third party service providers may have access to Participant personal information, or Massmart may send its Participant's personal information to its third party service providers, only for the purposes outlined above and related to the Survey.

5.4 Massmart complies with the Protection of Personal Information Act 4 of 2013 and does not sell Participant personal information and shall not disclose any personal information to any other party unless legally obliged to do so.

5.5 Massmart can be contacted on 011 517 0000 or Participants can respond to SMS's and/or emails received to opt out of specific communications at any time. For further information on the processing of personal information by Massmart, the Massmart Privacy Policy can be viewed at <https://www.massmart.co.za/privacy-centre>.

#### **6. DURATION**

6.1 The Survey is continuous with winners being selected every quarter for the date ranges as follows:

- January 2023 to 31 March 2023
- April 2023 to 30 June 2023
- 01 July 2023 to 30 September 2023
- 01 October 2023 to 31 December 2023

6.2 Massmart reserves the right (on its sole and absolute discretion) to extend, shorten, suspend the time period of the Survey or terminate the Survey for technical, commercial, and/or operational reasons, or for reasons beyond its control.

6.3 The Survey, vouchers, prizes and Terms and Conditions may be reasonably amended by Massmart, at any time during the Survey. In such event, all Participants waive any rights that they may have/purport to have in terms of this Survey and acknowledge that they shall have no recourse against Massmart whatsoever.

#### **7. SURVEY REQUIREMENTS:**

7.1 To take part in this Survey, a Participant must comply with all of the following requirements:

7.1.1. The Participant must make any purchase in any Game Store in South Africa between the quarter dates in clause 6 above. Any purchases made after the respective Closing Dates will not be considered for the respective periods;

7.1.2. Only purchases made in-store will qualify (no online purchases qualify);

7.1.3. The Participant must go to the link that is on their till slip [feedback.game.co.za](https://feedback.game.co.za) and complete all questions on the survey to qualify;

7.1.4. The Participant must retain their till slip as proof of purchase.

7.1.5. An entry will be withdrawn if any Participating Products purchased in connection with this Competition are returned.

## **B. COMPETITION**

### **7 PROMOTERS:**

Massmart ('Promoter') is the Promoter of this Promotional Competition ('Competition').

### **8 WHO MAY ENTER:**

8.1 Entry into this Competition is only to Participants who are a permanent resident, citizen of South Africa or legally permitted to reside and/or work in the Republic of South Africa, are over the age of 18 years, in possession of a valid South African Identity Document and/or passport and necessary permit ("natural person") and excludes any employee, director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by the Promoter/s and/or immediate family members of any employee, director, member, partner, agent or consultant of or person indirectly or directly in control or controlled by the Promoter/s, their advertising agencies, advisers, dealers, suppliers, its affiliates and/or associated companies.

8.2 The prize will only be awarded:

8.2.2 to a natural person as stipulated in these rules and will not be awarded to any legal entity;

8.2.3 if it is not unlawful to supply the prize to a person in terms of any legislation or public regulation and the Promoter/s reserve the right to require proof that it will not be unlawful to supply a prize (for example to request the winner of a TV to provide his/her TV license to the Promoter/s before they can hand over the prize).

### **9 AGREEMENT AND AMENDMENTS TO THE COMPETITION TERMS:**

9.1 By entering this Competition, you agree to be bound by these rules which will be interpreted by the Promoter/s, whose decision regarding any dispute will be final and binding.

9.2 A copy of the rules shall be provided upon request and at no cost. A request can be emailed to: [veronique@mdd.co.za](mailto:veronique@mdd.co.za)

9.3 The Promoter/s reserve the right to amend, modify, change, postpone, suspend or terminate this Competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.

9.4 The Promoter/s reserve the right to extend the duration of the Competition Period in the event that the Promoter/s have not received the minimum amount of qualifying entries for the Competition Period.

### **10 COMPETITION PERIOD**

10.1. The Survey is continuous with winners being selected every quarter for the date ranges as follows:

- January 2023 to 31 March 2023
- April 2023 to 30 June 2023
- 01 July 2023 to 30 September 2023
- 01 October 2023 to 31 December 2023

### **11 PRIZE/S:**

11.1 You agree and understand that you stand a chance to win 1 x R5 000 Game shopping voucher per quarter and that there is no guarantee that you will receive a prize.

11.2 The Prizes shall be distributed randomly to a winner nationally. The Promoters reserve the rights to amend this qualification at its sole and absolute discretion.

11.3 The Prize/s is/are not transferable by you and may not be deferred, changed or exchanged for cash or any other item.

11.4 The Promoter/s reserve the right to substitute the Prize with any other gift of comparable commercial value.

11.5 Although the Promoter/s have taken care to make sure that the prize/s is/are of a good quality, they do not give any warranties about the prize/s and you agree to accept the prize/s "as is". Subject to applicable law, you also indemnify the Promoter/s against any damages that anyone may suffer as a result of the prize/s or this Competition, including consequential and economic loss.

11.6 Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. The Promoter's and its affiliates, will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not.

11.7 To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefore, and the Promoter/s will not increase the value of the prize/s to compensate for such charges.

11.8 The value of the prize includes VAT, and the prize will be given to the winner at the ruling price which is available to any customer on the day that they are rung up at the till.

11.9 Participants will be contacted by Game via email or telephone call within 30 (thirty) days of completion of the Survey for the Participant to confirm details of their nearest store and Massmart will arrange for the date and time of collection of the gift voucher by the Participant.

11.10 Participants will be requested to produce their Identification Document on collection of the gift voucher.

## **12 WINNER/S:**

**12.1** There will be 1 winner per quarter randomly drawn from across all of the survey participants..

**12.2** The winner/s will be randomly selected from eligible entrants for the relevant Competition period on **the following quarter** but, no later than three (3) months after the closing date of the Competition.

**12.3** In order to be eligible to win a prize, you must not have issued dishonoured cheques, or have overdue payments due to Massmart at the time of the Competition draw. You must not have committed any act of fraud or other criminal act against the Promoters.

**12.4** The winners name, card number and town/city (the "Results") will be published on the Promoters' website and other media. The winner will be required to sign an acknowledgement of receipt of prize and may be requested to be photographed and/or identified in any media, which is inclusive of but not limited to television, radio print publications and online sites in which the Competition receives exposure and for future marketing initiatives with the understanding that the winner may decline such an invitation.

**12.5** The winner will forfeit their prize in the event that he/she fails to comply with the Promoter/s requirements within the time period provided to you by the Promoter in order for the Promoter to process the prize.

## **13 ACCURACY OF INFORMATION**

**13.1** It is your responsibility to ensure that of all information provided by or on behalf of you to the Promoters are accurate, complete and up-to-date at all times.

**13.2** The Promoter will notify a winner of the Prize by contacting the winner using the contact details supplied to it by or on behalf of the winner.

**13.3** If after any and all reasonable steps are taken in order to contact the winner, the winner cannot be contacted within the prescribed period of time, then the winner will be automatically disqualified and a second draw will be held where the procedure as set out above will be repeated

## 14 REDEMPTION OF THE PRIZE

14.1 The Promoters will contact the winner to arrange for the collection of the Prize at the store nearest to the winner.

14.2 The Promoters accepts no liability for any further and or additional costs and/or expenses in relation to delivery of the prize, and the winner indemnifies the Promoters, its directors, employees, shareholders and agents against any claim of whatsoever nature howsoever arising.

## 15 COMPETITION INDEMNITIES

15.1 Participant's enter the Competition entirely at their own risk. The Promoter and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, any participating store and/or its subsidiaries cannot be held responsible or liable for any accident, injury, harm or loss suffered by any person or entity as a direct or indirect result of entering the Competition or suffered as a direct or indirect result of the utilisation in any way whatsoever of the prize won in terms of the Competition.

15.2 Competition artwork (if any) is for illustrative purposes only. Participants hereby agree to release and indemnify the Promoter and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and subsidiaries and hold it harmless against any and all losses, harm, damages, rights, claims and actions of any kind in connection with the Competition, promotion or special offer or resulting from the participation in the Competition or acceptance, possession, use or receiving of any prize relating to the Competition, including, without limitation, personal injuries, death and property damage, and claims based on publicity rights, defamation or invasion of privacy.

15.3 The Promoter and its service providers, are not responsible for

15.3.2 incorrect and inaccurate transcription of entry information;

15.3.3 technical malfunction;

15.3.4 inappropriate images and comments posted by the entry or by the public;

15.3.5 lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or

15.3.6 the inability to access any website or online services or any other error.

15.4 This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform that may be used as an intermediary.

## 16 FORFEITURE / REJECTION OF PRIZE

If the winner/s fail/s to comply with any of these rules or the terms of acceptance of the prizes, or if they refuse to sign the Promoter/s winner/s declaration or the Promoter/s winner/s prize acceptance form, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which the Promoter/s may have, the winner will be automatically disqualified and will forfeit the prize.

## 21. PERSONAL INFORMATION AND DATA PROTECTION

21.1 By completing a Survey or participating in a Competition, the Participant consents to the collection, processing and further processing of his or her personal information (including personal information contained in electronic communications) by Massmart for the purposes of conducting this Survey and facilitating the Participant's participation in the Survey.

21.2 Massmart shall process any and all Personal Information collected in accordance with the Protection of Personal Information Act, 2013. The Participant can refer to the Privacy Notice available at <https://www.massmart.co.za/privacy-centre> to confirm how Massmart will process your Personal Information.

21.3 Any personal information relating to the winner or an entrant will be used solely in accordance with the CPA and POPIA and will not be disclosed to a third party without your prior consent.

21.4 By participating in the Survey and / or Competition, you consent to the sharing your personal information between the Promoters / Massmart and its affiliates including holding and subsidiary companies.

21.5 By posting any content, images, or comments on any of the Promoter's / Massmart's public and/or social media platform or by sending any such content to the Promoter, a Participant consent to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.

## 22. **DISPUTES**

22.1 Should any dispute arise in relation to these Terms and Conditions, Massmart's decision be final and no correspondence shall be entered into.

22.2 For more information or a copy of these Terms and Conditions, please visit [Game.co.za](http://Game.co.za). Any related queries may be directed to Veronique Rungasami on [veronique@mdd.co.za](mailto:veronique@mdd.co.za) from Monday to Friday, 8:30am to 5:00pm.