

## PLASCON GUARANTEED REWARDS TERMS AND CONDITIONS 2018

### Definitions and Interpretation/Glossary of Terms

“Agreement”	means these terms and conditions, and includes any and all annexures, schedules and appendices to these terms of usage and “ <b>Promotion Terms and Conditions</b> ” shall have a similar meaning;
“Promotion”	means the <i>Plascon GUARANTEED Rewards</i> promotion conducted by the Promoter as detailed in these Promotion Terms and Conditions;
“Competitor”	means any competitor of the Promoter who manufactures, distributes, sells or otherwise products and/or services in promotion with the Promoter, should there exist any ambiguity or uncertainty whether a party constitutes a competitor, the decision of the Promoter shall be final and binding;
“CPA”	Consumer Protection Act 68 of 2008 (as amended from time to time);
“Eligibility Period”	means the following periods during which the Promotion shall be conducted, being the periods from 10 October 2018 to 31 December 2018
“Participant ”	means any Qualifying Participant who enters into or partakes in the Promotion;
“Participation”	means the act of any Participant who complies with the eligibility criteria set out in this Agreement for participation in the Promotion;
“Reward(s)”	means the reward(s) awarded to the Participant (s) as set out and detailed in these Promotion Terms and Conditions;
“Promoter”	means Kansai Plascon Proprietary Limited, registration number: [1945/019549/07], a limited liability company duly incorporated in terms of the laws of the Republic of South Africa and shall include such references to “we” and “us”;
“Qualifying Participant ”	means any Participant who complies with the eligibility criteria set forth in this Agreement; and
“Qualifying Platform”	means <a href="https://www.plascon.com/">https://www.plascon.com/</a> ;
“Winner(s)”	shall mean such Participant s who have successfully been awarded the Reward(s) in terms of the Promotion.

The clause headings in this Agreement are for reference purposes only and shall not be used in the interpretation thereof.

Unless the context clearly indicates a contrary intention: (a) expressions which denote any one gender, shall include the other genders; (b) a person shall include a natural person, company, partnership, close company or other legal *personae*; (c) the singular shall include the plural and *vice versa*.

When any particular number of days is provided for the doing of any act or for any other purpose, the reckoning shall exclude the first day and shall include the last day which shall be a business day and shall include all Saturdays, Sundays and public holidays which occur during the period. For the purposes hereof, a "business day" shall mean a day which is not a Saturday, Sunday or public holiday.

Any schedule or annex to this Agreement shall be deemed to be incorporated herein and shall form an integral part of this Agreement.

If any provision in a definition is a substantive provision conferring any right or imposing any obligation on any party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

The *contra proferentem* rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the party responsible for the drafting or preparation of such provision.

The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show, grant or allow to any other party (the "**grantee**") shall constitute a waiver by the grantor of any of his rights and the grantor shall not thereby be prejudiced or estopped from exercising any of his rights against the grantee which may have then already arisen or which may thereafter arise.

This Agreement and Promotion shall be governed by and interpreted according to the laws of the Republic of South Africa and the parties consent to the exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, in respect of any proceedings arising out of or in connection with this Agreement.

Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall, to the extent of such prohibition or unenforceability, be ineffective and treated as having not been written and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

The Promoter's *domicilium citandi et executandi* (place for service of legal documents) is No. 10 Frederick Cooper Drive, Factoria, Krugersdorp, Johannesburg, Gauteng.

The Participant is required to read these terms of use carefully before entering the Promotion.

## Promotion Terms and Conditions

### Section 1

#### General Terms and Conditions

1. **This Promotion is operated by the Promoter.**
2. **The Promoter reserves the right, in its sole discretion and to the extent permitted by law, to amend the Promotion Terms and Conditions at any time. The Promoter may notify the any significant changes, however there is no obligation on the Promoter to do so and it remains the Participant 's responsibility to check these Promotion Terms and Conditions regularly.**
3. **The Promoter shall have the right to terminate the Promotion immediately and without notice for any reason beyond its control and/or requiring such termination, including but not limited to any act of God or compromise of the Promotion and such similar acts beyond the control of the Promoter. In the event of such termination, we do hereby record that any accrued right the Participant has become vested in the Participant shall continue to remain vested, however and in the event that no right or entitlement has become vested, the Participant agrees to the waiver of such right or entitlement and acknowledge that the Participant will have no recourse against the Promoter, its agents and/or staff.**
4. **Participation in the Promotion constitutes acceptance of the Promotion Terms and Conditions and Participant s agree to abide by the Promotion Terms and Conditions.**
5. **These Promotion Terms and Conditions constitute the entire agreement between the Promoter and the Participant.**
6. **These Promotion Terms and Conditions as well as the terms of use governing Reward(s) will apply to the Participant 's Participation in the Promotion.**
7. **By entering the Promotion, the Participant confirms that he has read, understood and agrees to be bound by these Promotion Terms and Conditions, as they may be amended from time to time.**
8. **The Promotion is open to all Participant s who are South Africa citizens above the age of 18 (eighteen) who are in possession of a valid identity document or passport.**
9. **Directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly control or is controlled by the Promoter or marketing service providers in respect of the**

promotional promotion, or the spouses, life partners, business partners or immediate family members cannot enter the Promotion.

10. This Promotion shall proceed through the Eligibility Period and shall be open from **00h01 on 10 October 2018 and shall terminate at 23h59 on 31 December 2018**. Any entries received before the date the Promotion commences or after the date on which the Promotion terminates shall not be valid and will not be considered by the Promoter. The Promoter reserves the right to extend the duration of this Promotion.
11. By entering the Promotion, the Participant agrees to receive communications from the Promoter and their affiliates and shall be afforded the opportunity of unsubscribing from receiving such communications from the Promoter or its affiliates.
12. **To the extent allowed by law, these Promotion Terms and Conditions and the Agreement set out the whole of the agreement between the Participant and the Promoter in regard to the subject matter hereof and there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which the Participant shall rely in concluding this Agreement and the Promoter shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This clause constitutes an acknowledgement of fact by the Participant. The Participant must ensure that he has read the above clause carefully and ensure that this statement is true and correct as this will limit the Participant's rights to claim that these statements are not true and correct.**
13. **To the extent allowed by law, no extension of time or indulgence which the Promoter may grant the Participant shall constitute a waiver of any of the Promoter's rights, who shall not thereby be precluded from exercising any such rights against that may have arisen in the past or which might arise in the future. This clause limits and excludes obligations, liabilities and legal responsibilities which the Promoter will have towards the Participant and also limits and excludes the Participant's rights and remedies and places various risks, liabilities, obligations and legal responsibilities on the Participant.**
14. All Participants are required to adhere to any South African tax laws which could be linked to the Reward(s). It is the Participant's responsibility, as an Participant, to adhere and do the necessary submission as and when applicable.
15. All Rewards are only redeemable in **South Africa**.
16. The Promoter and affiliates terms and conditions apply to each Reward.
17. The Rewards are strictly subject to the availability of the participating Promoters affiliates
18. Rewards cannot be redeemed for cash in part or whole and are non-refundable and non-exchangeable.
19. Rewards are redeemable for every purchase made on the Participating Plascon Products if this has a unique code.
20. Participants can redeem multiple times on every unique code submitted.
21. Should the Reward not be utilized for whatever reason, it will be forfeited. No negotiations will be entered into.
22. Promoters and affiliates are not responsible for any loss, injury, damage or death (if applicable) caused to or at the Partner Venue(s) during the customers time spent there.
23. The promoters, its agents and distributors accept no responsibility and it will not in any circumstances be responsible or liable to compensate you, or accept any liability for:
  - 23.1 Any inability by you to correctly use or not use this Reward; or
  - 23.2 The lack of quality or any other aspect of any service, which is or should be provided at any venue(s), nor will any of them be liable for any personal loss or injury occurring at any venue(s).
24. The Promoter is not responsible for any Reward misrepresentation (written or verbal) on warranties by anyone/group other than the partner agency.

25. The Promoter, its agents and distributors do not guarantee the quality and/or availability of the services offered by the agency and agency partners and cannot be held liable for any resulting personal loss or damage. Your statutory rights are unaffected.
26. The promoter reserves the right to withdraw this Reward in the event of force majeure such as war, earthquakes, disasters, calamities or similar circumstances, in which travel to such destinations is not advisable. Where possible notice will be provided.
27. The Promoter reserves the right to vary these terms should the need arise.

## Section 2

### Exclusions and other important terms

1. Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either you or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
2. You access the Reward entirely at your own risk. By reading and accepting these Terms and Conditions, you give consent to these risks and hereby indemnify and hold harmless Plascon, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of your redemption of the benefits and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any of the indemnified parties.
3. The Promoter reserves the right to terminate the benefits at any time. In the event of such termination, you agree to waive any rights that you may have in terms of the benefits and acknowledge that you will have no recourse against The Promoter, its advertising agencies, advisers, suppliers and nominated agents.
4. By accessing these Rewards in accordance with its terms, you acknowledge that the Reward will be managed in accordance with the provisions of the CPA. You undertake to expeditiously do all things necessary to enable the Promoter to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the Reward.
5. The Promoter reserve the right to vary these Terms and Conditions by providing notice of such change. Any queries in this regard, and a copy of these Terms and Conditions can be obtained by emailing us on [plascon@tlcrewards.com](mailto:plascon@tlcrewards.com) or call 011 676 7778. Operating hours are from Monday to Friday 08:30 – 4:30pm, excluding weekends and Public Holidays.
6. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

## Section 3

### Warranties and Liabilities

1. **To the extent allowed by law, the Participant agrees that the Promoter shall not be liable to the Participant or any other person or entity whatsoever in respect of any loss or damage:**
  - 1.1 **caused by or arising from any fact or circumstance beyond the reasonable control of the Promoter;**
  - 1.2 **which is consequential or incidental loss or damage;**
  - 1.3 **of whatever nature and howsoever arising from or in connection with the Participants' Participation and/or acceptance of the Reward(s);**
  - 1.4 **which is a result of any downtime, outage, interruption in or unavailability of any aspect of the Promotion, attributable to any cause whatsoever, including (but not limited to) repairs and maintenance, any breakdown in any service provided by any communications service provider (including line failure) as well as by any external communications networks and/or networks of any internet service providers;**
  - 1.5 **arising from any disclosure or use of any information the to the Promoter, whether such disclosure is in accordance with the provisions of these Promotion Terms and Conditions or otherwise; and/or**

- 1.6 arising from a breach of any security system which may be implemented by the Promoter and/or any service provider to the Promoter.

#### Section 4

##### Indemnity

To the extent allowed by law, the Participant hereby indemnifies and holds the Promoter free from liability for any loss or damage of whatever nature and howsoever arising from the Participant's Participation and/or the Participant's failure to comply with any provision and/or obligation under these Promotion Terms and Conditions. This clause constitutes an assumption of risk and/or liability by the Participant under which the Participant indemnifies the Promoter against certain liabilities and which may result in the Participant being liable for additional costs and liabilities.

#### Section 5

##### Privacy

1. Participant s may be required to provide certain personal information (where applicable), including (but not limited to), their name, surname, identity number, physical address, postal address, email address, cell phone number and/or other identifying information.
2. This clause applies to all personal information collected by or submitted to the **Promoter** as set out above as well as any other personal information provided by the Participant to the **Promoter** at any time.
3. Subject to clause 4 hereunder, the **Promoter** will use the Participant's personal information for all purposes relating to these **Promotion Terms and Conditions** and/or in order for the **Promoter** to provide the Reward(s) including, but not limited to, the arranging and booking of the Reward(s) and for purposes generally relating to participation and the Reward(s).
4. The **Promoter** may use the Participant's personal information for marketing purposes for their other products.
5. Subject to clause 4 and 6, the **Promoter** will not share any of the Participant's personal information with any third party except where such disclosure is necessary to enable the **Promoter** to provide, deliver or in any other way give effect to these **Promotion Terms and Conditions** and/or the Reward(s), where such disclosure is required by law or where the Participant consents to the **Promoter** sharing his personal information.
6. The Participant hereby agrees to the **Promoter** disclosing and sharing the Participant's personal information with the Promoter, including its affiliates.
7. To the extent that the **Promoter** shares the Participant's personal information with third parties in accordance with this Agreement, the **Promoter** will require, to the extent possible, that such parties conform to the **Promoter's** privacy standards.
8. Subject to the above, the Participant hereby expressly agrees that the **Promoter** may:
  - 8.1 collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate or obtain any of the personal information set out above;
  - 8.2 use the Participant's personal information for the purposes set out above;
  - 8.3 Transfer the Participant's personal information to third parties in a foreign country where this is required for the facilitation of any transfers of information or where this is required in order to give effect to the Reward(s).
9. The Participant may request that the **Promoter** correct his personal information, should it come to the Participant's attention that the **Promoter's** records are incorrect. Should the Participant wish to access his personal information or rectify it, the Participant is to contact the **Promoter** and assistance shall be provided to this effect.
10. The **Promoter** shall protect the Participant's personal information as required by law. However, to the extent allowed by law, the **Promoter** shall not be liable to the Participant or any other person

or entity whatsoever, in respect of the unauthorised disclosure of the Participant 's personal information.

## Section 6

### CPA

1. Nothing in these **Promotion Terms and Conditions shall:**
  - 1.1 except to the extent that the law allows it, limit or exempt the **Promoter** from liability for any loss directly or indirectly attributable to the gross negligence of the **Promoter** or any person acting for or controlled by the **Promoter**;
  - 1.2 requires the Participant to assume risk or liability for this kind of loss to the extent that the law does not allow this.
2. If these **Promotion Terms and Conditions** and/or any goods and/or services provided under these **Promotion Terms and Conditions** are regulated by the CPA, it is not intended that any provision of these **Promotion Terms and Conditions** contravenes any provision of the CPA and therefore all provisions of these **Promotion Terms and Conditions** must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.

## Section 7

### Entry

1. To enter the Promotion Participants must purchase Plascon **Participating Products** from any of the retailers stocking Plascon paint.
2. Purchase any **Plascon Participating Products**, peel the sticker on the product. To redeem your voucher, you need to dial the USSD line \*120\*2468#. (Please note that you will incur a cost of 20 cents per 20 seconds.) Enter your unique code and select your reward.
3. The Promoter shall not charge or otherwise levy any charge to any Participant in entering the Promotion, however (if applicable) data charges by the Participant 's service provider(s) for access to the Promotion may be applicable. The Participant acknowledges that such charges in respect of the agreement between the Participant and the Participant 's service provider and the **Promoter** shall not be liable for or responsible for any such charges incurred by the Participant.
4. **On condition that the Participant complies with the Promotion Terms and Conditions and except in so far as is provided for in the CPA, the Promoter's decision is final and no correspondence in this regard will be entered into.**
5. **Participant s may be required to identify themselves with a valid South African document and sign a Reward(s) receipt form received and/or provide an address or other information to facilitate the Reward(s) (or aspects of the Reward(s)) being delivered to them. Failure to claim the Reward(s) or a refusal or inability to comply herewith will disqualify the Winner(s).**
6. The **Promoter** may refuse to award a Reward(s) to any Winner(s) if there is suspicion of any irregularities or fraudulent activities, and/or alternatively may terminate the entire Promotion.
7. Customers are required to complete the customer journey in full in order to receive the reward, if the journey is not completed correctly and in full, the reward will not be sent out to the customer. This is Non-negotiable.

## Section 8

### Reward

1. The Reward entitles the Participant either:

- R1000 off Holiday Voucher from Endless Holidays
- R220 Flight Voucher from TLC Travel
- Up to R100 off the second person's main meal for 6 months dining at any participating restaurant.

2. Dining

- 2.1 After selection of a reward via USSD, the Customer will receive a welcome letter via email, which will include a process on how to use the reward.
- 2.2 Customer to logon to [www.go-dining.co.za](http://www.go-dining.co.za) and choose a participating restaurant of their choice.
- 2.3 Customer to call Go-Rhino on 0861143643 to make a booking.
- 2.4 Go-Rhino will respond with a booking confirmation.
- 2.5 Customer to present voucher confirmation at restaurant – Customer will receive up to R100 off second main meal (excludes starters and desserts)
- 2.6 Customer cannot make bookings more than once in the same restaurant on the same day.
- 2.7 This offer may exclude Public Holidays and other Special Occasion days such as Valentines, Father's and or Mother's Day but not limited to these.
- 2.8 Bookings must be made Monday to Friday from 08h30 to 16h30 and on Saturday from 08h30 to 12h30 Saturday.
- 2.9 In the event that a restaurant is closed, we will not be able to make a reservation at that required restaurant
- 2.10 In the event that the restaurant is fully booked, we will not be able to make a reservation at the required restaurant.
- 2.11 The Plascon concierge will offer alternate restaurants of the same stature within the same region of the initial required restaurant for the customer's consideration.
- 2.12 Partner terms and conditions apply
- 2.13 Dining voucher is valid for 6 months from the date of issue.

3 Holiday

- 3.1 After selection of reward via USSD, the customer will receive a code via sms.
- 3.2 This voucher is only applicable to local holidays. Bookings need to be submitted 1 month from redemption; travel dates will be available for bookings of up to 6 months from redemption. Customer will logon to Endless holiday website, <http://www.endlessholidays.co.za/> and make their booking on selected inventory. Inventory may be limited to promotional availability.
- 3.3 Please follow the process listed below to make the booking on the site:
  - i. Visit the website, <http://www.endlessholidays.co.za/>
  - ii. Click on the **VOUCHER** tab
  - iii. Add in your unique code received after redeeming
  - iv. Choose the establishment
  - v. Choose the date and number of people in the tab requested and select the date
  - vi. Choose the option to **ATTACH** the voucher code
  - vii. Follow the steps on the checkout (if the registration process has not been complete for a new customer, please ensure that registration is complete as well as verification of the email address)
  - viii. Finally, enter credit card details to pay for the booking
  - ix. An email will be sent to the registered email account with the booking confirmation form

- 3.4 A booking confirmation issued on payment confirmation and these booking confirmations need to be taken to the venue and presented on check-in.
  - 3.5 Promoters are not responsible for travel expenses to and from the venue; all meals / drinks during the stay are not included in the package and are for the customer's account. Any leisure activities are excluded from the offer.
  - 3.6 Partner terms and conditions apply
- 4 Flights
- 4.1 After selection of a reward via USSD, the customer will receive a code via SMS.
  - 4.2 Customer will have to send the unique code to [Plascontravel@tlcrewards.com](mailto:Plascontravel@tlcrewards.com) or call **0116767778** to receive their voucher
  - 4.3 Flight value is a R220.00
  - 4.4 For flight vouchers, bookings need to be made 1 month from redemption; travel dates will be available for bookings of up to 6 months from redemption.
  - 4.5 Travel dates cannot be within 7 working days after booking to allow for best rates and accommodate travel availability.
  - 4.6 Flights can be booked with multiple local airlines.
  - 4.7 The booking process is as follows:
    - i. The customer will email/call TLC travel with the voucher code that is sent via SMS
    - ii. TLC Travel will issue the customer with a booking form via email (should the customer not have access to email, the booking form will be filled out telephonically by a customer services agent)
    - iii. TLC Travel will advise the customer of flight booking dates and costs and once the customer has chosen the desired flight date and time, the booking will be made.
    - iv. An email will be sent to the customer with the flight booking confirmation.
  - 4.8 All bookings are subject to promotional availability.
  - 4.9 Flights are limited to **Local travel only** and not extended to International traveling
  - 4.10 Partner terms and conditions apply.