

Plascon Polvin “Makeover Madness” Competition – Terms & Conditions



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 “ Promotion Terms and Conditions ” shall have a similar meaning;
“Promotion”	means the Plascon Polvin Makeover Madness 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 1 June 2019 to 31 July 2019;
“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 https://www.plascon.com

“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 of 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 Participants 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 Participants who are South African citizens above the age of 18 (eighteen) who are in possession of a valid identity document or passport, and all foreign nationals who have a valid South African residency.
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 01 June 2019 and shall terminate at 23h59 on 31 July 2019**. 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 a Participant, to adhere and do the necessary submission as and when applicable.
15. All Rewards are only redeemable in South Africa, and the Holiday Grand Prize in Mauritius.
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. Rewards are non-refundable, non-exchangeable, nor interchangeable and non-transferable.
19. Should the Reward not be utilized for whatever reason within the stipulated time frame, it will be forfeited. No negotiations will be entered into.
20. Should the winner not be interested in the home makeover prize, a new winner will be selected.
21. 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.

22. The Promoter, 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:
 - 22.1 Any inability by you to correctly use or not use this Reward; or
 - 22.2 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).
23. The Promoter is not responsible for any Reward misrepresentation (written or verbal) on warranties by anyone/group other than the partner agency.
24. 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.
25. 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.
26. 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 Kansai 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 wilful misconduct of any of the indemnified parties.
2. 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.
3. 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.

4. 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 ajaganath@kansaiplascon.co.za or call 011 951 4500 or on 0860 20 40 60. Operating hours are from Monday to Friday 08:00 – 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 by 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. Participants 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. The Promoter reserves the right to take the before and after pictures of the home makeover and use these for marketing purposes.
9. Subject to the above, the Participant hereby expressly agrees that the Promoter may:
 - 9.1 collect, receive, record, organise, collate, store, update, retrieve, consult, use, disseminate or obtain any of the personal information set out above;
 - 9.2 use the Participant's personal information for the purposes set out above;
 - 9.3 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).
 - 9.4 Take the before and after pictures of the winner's home.

10. 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.
11. 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 negligence of the **Promoter** or any person acting for or controlled by the **Promoter**;
 - 1.2 require 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** contravene 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 **5L of Plascon Polvin or more** from any of the retailers stocking Plascon Polvin paint.
2. Purchase 5L of Plascon Polvin or more and **dial the USSD line *120*515#** to enter and follow the prompts. Upload your Till Slip to our WhatsApp Link to validate your purchase.
3. All entrants are to retain, and upload their till slip/proof of purchase of Plascon Polvin products to the WhatsApp link to validate their purchase. If WhatsApp upload is not possible, alternative arrangements will be made in order to provide your proof of purchase to validate your purchase.
4. One entry per till slip/proof of purchase of 5L of Plascon Polvin or more purchased can be entered into the competition. One till slip/proof of purchase entitles the Participant to one entry into the competition.
5. A Participant may only win 1 (one) Prize in the Promotional Competition.

6. The Promoter shall charge an entry fee of 20 cents per 20 seconds as per USSD entry mechanism 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.
7. It is expected that Participants is the primary user of the phone number, and not necessarily the registered owner in terms of RICA.
8. All winners in this competition are determined by a random draw.
9. 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.
10. Participants may be required to identify themselves with a valid South African document or valid citizenship documentation 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).
11. 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.

Section 8

Reward

1. The Reward entitles the Participant to win either:
 - **A home makeover while they holiday both to the value of R250 000**
 - **10 x R20 000 home accessory vouchers.**
 - **50 x R1000 cash prizes.**

If a participant wins any of the weekly prizes, that entry will be excluded from future draws. The participant will not be eligible to win the Grand prize if they have won any of the other prizes before.

1.1 A home makeover while they holiday both to the value of R250 000 (Grand Prize)

- 1.1.1 The Participant stands a chance to win a 7-All-inclusive stay for 2 people in Mauritius at the 4* VICTORIA BEACHCOMBER RESORT valued at approximately R70 000. The prize includes:
 - a. Return economy airfare from any destination in South Africa to OR Tambo International Airport in Johannesburg for two people.
 - b. Return economy class airfare from OR Tambo in Johannesburg to Mauritius for two people.

- c. Return airport/Hotel shared coach transfers.
- d. 7 nights' accommodation in Superior first floor room for two people.

- e. All Inclusive Package - *Clients will be entitled to the All-Inclusive Package from the time of arrival until the time of departure*
 - Full American Breakfast
 - Choice of two restaurants for lunch
 - Choice of three restaurants for dinner
 - Unlimited **selected** bottled wines and drinks per selection, during lunch and dinner
 - Unlimited **selected** drinks at the bar/s between 10h00 and 23h00, including a selection of imported alcohol brands and spirits, cocktails, beer, house wine, soft drinks, tea and coffee
 - Baguettes between 10h00 and 17h00
 - Pancakes between 16h00 and 18h00
 - Pool service available from 10h00 to 17h30
 - A selection of items from the beach bar from 10h00 to 17h30
 - Tea and coffee in rooms
 - Selected mini-bar items (soft drinks, fruit juices, water and beer – replenished once a day)
 - Picnic baskets

- f. 2 x Tours of your choice (as per the optional tours)
 - Optional tour 1 - Port Louis
 - Optional tour 2: Stroll in the Past
 - Optional tour 3: Catamaran Cruise

- g. Nightly entertainment as per hotel schedule
- h. Land and water sports as per hotel schedule (including unlimited water skiing)

1.1.2 The above estimate excludes:

- Spa Treatments
- Any activities/excursions not mentioned
- Gratuities and tipping of guide and other staff applicable
- Items of a personal nature e.g. telephone calls, mini bar, laundry etc.

1.1.3 Travel of the holiday is valid for 6 months from the winner being announced **September 2019 up until 29 February 2020.**

1.1.4 The final package for the Mauritius trip would be chosen once the winner is appointed and a date for travel is confirmed.

1.1.5 The trip is subject to availability at the chosen resort.

1.1.6 Excursions are subject to availability at the chosen resort.

1.1.7 All booking confirmations will be sent to the winner and these need to be taken to the venue and presented upon checking in.

- 1.1.8 All winners are responsible to arrange and must ensure that they comply with the various travel documentations required by the countries regulations in order to travel.
- 1.1.9 The winner is responsible to arrange their own travel insurance while on holiday.
- 1.1.10 Partner terms and conditions apply.

- 1.2.1 The Home make-over prize is valued at R180 000.
- 1.2.2 This make over is applicable to the **Interior** of your home only and this value includes labour.
- 1.2.3 The prize must include paint products and application thereof.
- 1.2.4 The prize excludes structural buildings or new or breaking down of existing structures.
- 1.2.5 A consultation service will be provided by the Promoter to the winner whereby details of the makeover will be discussed.
- 1.2.6 After consultation with the Interior Designer, the final design and layout will be signed off by both the winner and the designer, and this may not be changed.
- 1.2.7 The Promoter will select the contractor who will facilitate and work on the makeover project.

1.3 **Grand Prize Draw.**

- 1.3.1 On Wednesday 31st July at one minute to midnight the automated system will close and no more entries will be accepted into the Polvin Makeover Madness Competition.
- 1.3.2 To ensure the winner selection process is fair, the winner of the prize will be selected from the shortlist by, means of an “An Electronic Hat”; All previous winners will be excluded from this “Electronic Hat”.
- 1.3.3 After the draw the validation process of the possible winner will be done. A valid till slip will be requested if not uploaded on the WhatsApp link. If the possible winner does not pass the validation process, we will move onto the back-up winners.
- 1.3.4 The winner of the prize will be contacted telephonically after the draw and will be required to verify his/her details. Once the possible winner passes the validation process, the winner will be announced by no later than the 31st August 2019.
- 1.3.5 The Promoter (or its agent) will endeavour to contact the prize winner once every day for 3 (three) consecutive days after the winner’s name is drawn and verified. If the winner cannot be contacted during this period, the prize will be forfeited and another winner will be selected from the shortlist in accordance with these Terms and Conditions.
- 1.3.6 The winner will be required to provide his/her name, ID number and contact details, and to sign an acknowledgement of receipt of the prize. No person other than the winner is permitted to acknowledge receipt of the prize.

1.4 **10 x R20 000 home accessory vouchers**

- 1.4.1 These home accessory vouchers will be won weekly.
- 1.4.2 A random draw will take place every Friday.
- 1.4.3 Once notified, all winners will have 24 hours to provide the proof of purchase in the form of a till slip or invoice as well as a valid South African ID or work permit in order to qualify for the prize.
- 1.4.4 Should a drawn winner not provide proof of purchase, the prize will be forfeited and the next winner drawn for that particular week will be contacted.

- 1.4.5 A home accessory prize winner can only win once in a month over the 2-month promotional period.
- 1.4.6 Winners can select any of these three stores to claim their home accessory vouchers (Coricraft, @home and Mr Price Home).
- 1.4.7 The winner will be sent an electronic voucher within 15 days of announcement, and in an event whereby an electronic voucher is not available at the selected store, a physical voucher will be sent to the winner, or an account will be opened at the store for the winner to redeem their prize.
- 1.4.8 The Promoter is not liable for the transportation costs of the items bought from the stores, the winner must arrange their own transportation for the items purchased.
- 1.4.9 The home accessory vouchers are valid for a period of 6 months after date of issue. Partner terms and conditions apply.

1.5 50 x R1000 cash prizes.

- 1.5.1 These cash prizes will be won weekly.
- 1.5.2 A random draw will take place every Friday.
- 1.5.3 Once notified, all winners will have 24 hours to provide the proof of purchase in the form of a till slip or invoice as well as a valid South African ID or work permit in order to qualify for the prize.
- 1.5.4 Should a drawn winner not provide proof of purchase, the prize will be forfeited and the next winner drawn for that particular week will be contacted.
- 1.5.5 A cash prize winner can only win once in a month over the 2-month promotional period.
- 1.5.6 Once the cash prize winner is validated, he/she will receive an SMS with instructions on how to access a PIN number via USSD to withdraw the cash prize from any FNB ATM.
- 1.5.7 Once at the First National Bank ATM, “e-wallet services” must be selected, followed by the winner’s cell phone number, valid PIN number and the amount to be withdrawn up to a maximum of R1, 000.
- 1.5.8 FNB’s eWallet Terms and conditions apply.

A copy of these Terms and Conditions will be made available on the Plascon website (www.plascon.com)