

SHOPRITE & THE HENDLER AND HART J7 SPEND AND GET PROMOTION

Terms and Conditions

Please read the below Terms and Conditions carefully. By participating in this Promotion, you agree to comply with the Terms and Conditions set out below. If you do not agree with these Terms and Conditions, please do not participate in this Promotion. Please refer to this website for the most up to date Terms and Conditions for The Hendler and Hart J7 Spend and Get Promotion: www.hendler.co.za.

The Hendler and Hart J7 Spend and Get Promotion ("Promotion") is presented by Hendler and Hart (Pty) Limited, and/or its agencies ("Organiser"). All participants during the term of this Promotion agree to be bound by the following Terms and Conditions:

1. **Promotion Period:**

- 1.1. The Promotion shall commence on Monday **15 July 2019** at **00h00** and will run until Sunday **15 September 2019** at **23h59** ("the Promotion Period") in the Republic of south Africa.
- 1.2. The duration of the Promotion may be extended or shortened at the discretion of the Organiser.
- 1.3. The last date for redemption will be Sunday **15 September 2019** after this date, the reward redemption line will no longer be active.

2. **To be eligible to participate in this Promotion the participant must:**

- 2.1. Be at least 18 years or older and be a legal resident of the republic of South Africa;
- 2.2. Have purchased one (1) or more **Hendler J7 10 Piece Pot Set** and retain their proof of purchase to redeem one (1) reward in accordance with the following:
 - 2.2.1. Rewards :
 - a) R30 Airtime Voucher
 - b) 100mb Mobile Data Voucher
- 2.3. Be a natural person and not a juristic person, which juristic person includes but is not limited to a Business to Business (B2B) partner of the Organizer, cross border partner or retail partner of the Organizer
- 2.4. Purchase any of the qualifying products from a participating store while stocks last and reregister, on or before **15 September 2019**.

3. Promotion Entry and Redemption

3.1. To redeem rewards as per section 2 of these Terms and Conditions, the participant must do the following:

- 3.1.1. Purchase the participating Hendler and Hart product within the Promotional Period.
- 3.1.2. Dial ***120*3622#** and follow the prompts, by **15 September 2019** in order to register their purchase.
- 3.1.3. On completion of the USSD journey, the participant will be contacted and requested to submit their proof of purchase.
- 3.1.4. Should the consumer's entry meet the qualifying promotional criteria entry requirements, the selected reward and redemption instructions will be sent via SMS to the mobile number used to enter the promotion via the promotion USSD string.
- 3.1.5. All entries must take place before **15 September 2019**. **Any submissions received after 15 September 2019 will be null and void and the rewards will be forfeited.**
- 3.1.6. Each proof of purchase qualifies for one (1 entry.)
- 3.1.7. Rewards are not transferrable and cannot be exchanged for cash.

4. The Rewards

4.1. All reward information is available on the www.hendler.co.za site

4.2. The rewards are:

- a) R30 Airtime Voucher
- b) 100MB Mobile Data Voucher

4.3. All rewards are non-exchangeable and non-refundable for cash.

4.4. Individual reward partner terms and conditions apply.

5. Important considerations for participation in the promotion

- 5.1. It is the participant's responsibility to ensure that they receive an SMS response within 48 (forty-eight) business hours of registering on ***120*3622#** . In the event that no response is received, the participant is required to contact the Organizer on **011 676 7794** or on hendlerandhart@tlcrewards.com no later than **15 September 2019**. If the participant does not follow this process and does not receive a response, their entry will not be considered. If the Organizer has not received feedback, the Organizer will assume that the participant has received an SMS response. Any participant who has unsubscribed from receiving marketing SMS from the Organizer may not receive the SMS and it is the participant's responsibility to notify the Organizer on **011 676 7794** or on hendlerandhart@tlcrewards.com

- 5.2. The Organizer will not be held responsible for response SMS's not received by participants.
- 5.3. The participant will be required to send a valid proof of purchase detailing a qualifying Hendler and Hart product purchased within the Promotional Period. The Organizer will contact each participant and provide the details to which the proof of purchase may be sent.
- 5.4. Only 1 proof of purchase may be uploaded per entry.
- 5.5. In the event that an uploaded image does not conform to the Organizer's requirements, the participant will be required to resubmit the correct image.
- 5.6. If the contents of the participant's submission are not verified for whatever reason, the participant will not receive their Reward. The responsibility to ensure that they provide the correct information to facilitate the correct entry rests with the participant.
- 5.7. If by **15 September 2019** a qualifying participant has not received their digital voucher via SMS, they will be required to contact the Concierge Service on **011 676 7794** or on hendlerandhart@tlcrewards.com.

6. General:

- 6.1. In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion and in accordance with clause 8.1 below.
- 6.2. Participant's acknowledge and accept that the Organizer shall utilize a third party (the "Organizer's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Reward. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 6.3. Details of participants will not be used by the Organizer for Adcock Ingram related communication should the participants opt-out to receive further communication from the Organizer.
- 6.4. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 6.5. The Organizer may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organizer's website www.hendler.co.za
- 6.6. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 6.7. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to

disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.

- 6.8. Save as permitted by Law, the Organizer reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation, termination or termination shall be deemed to have taken effect from the date of publication on the Organizer's website www.hendler.co.za
- 6.9. No liability shall lie against the Organizer in favor of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 6.10. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion. Where there is a conflict between the Terms and Conditions of the Organizer and those of the authorized participating stores, the Terms and Conditions of the Organizer shall prevail.
- 6.11. The Organizer and its agencies reserve the right to correct any errors and omissions. These Terms and Conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 6.12. Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 6.13. The Organizer accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Reward owing to, but not limited to, stock unavailability, strike, lock out, destruction of products or the Reward on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 6.14. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 6.14.1. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
 - 6.14.2. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 6.15. Any fraudulent behavior will result in an immediate cancellation of the participant's submission, and the Organizer reserves any rights in law to pursue appropriate compensation and / or institute criminal proceedings. The Organizer accepts no responsibility for incomplete, lost, misdirected, illegible, late, or altered registrations or uploads. Registrations or uploads that do not comply with these Terms and Conditions will be disqualified. The Organizer reserves the right to investigate any participant's actions regarding any aspect of the Reward and the redemption thereof.

6.16. Any participant who returns a product purchased during the Promotion Period forfeits their Reward. Regarding the Promotion returns policy, where participants purchase qualifying products and return these products to the participating retailer, the following rules will apply:

6.16.1. A participant returns or exchanges their purchase for any reason whatsoever with the participating retailer after the registration and upload process of the Reward, the participant must contact the Concierge Service on **011 676 7794** or on hendlerandhart@tlcrewards.com to cancel their registration and upload and acknowledge that they are no longer able to claim the reward corresponding to the product model code returned;

6.16.2. If the participant has already redeemed the reward and then returns or exchanges their purchase, the Organizer reserves the right to claim back the value of the reward from the participant.

7. Limitations of Liability:

7.1. Except to the fullest extent permitted by relevant law, Adcock Ingram and the Organizers shall not be liable for:

- 7.1.1. loss of business, profits, revenue, anticipated savings, (even where the same arise directly from a breach of these conditions);
- 7.1.2. special, direct, indirect or consequential losses, even if foreseeable by or in the contemplation of Adcock Ingram; or
- 7.1.3. any claim made against participants by any other person; and
- 7.1.4. Except as expressly stated herein all conditions and warranties, implied statutory or otherwise, are hereby excluded to the maximum extent permitted by law.

8. Consumer Protection Act:

8.1. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.