

GENERAL

This Grand Opening Event: Gift with Purchase ["Promotion"] is organized by MR.DIY – South Africa ["the Organizer"]

This Promotion will be governed by the following Terms ["Terms"] and entrants agree that they have read and understood these Terms and by their participation in the Promotion, entrants agree to be bound by the Terms, as well as the Terms and Conditions (as this term is referred to and defined below) from the Organizer with its registered office address at:

WeWork CoWorking & Office Space,
155 West Street, Sandown,
Sandton, 2031

The Organizer reserves the right, in its sole and absolute discretion, to suspend, cancel, modify or amend the Promotion and the Terms and Conditions of this Promotion ["Terms and Conditions"] at any time without prior notice. Any changes will be posted on the MR. DIY Social Media Platform and/or MR.DIY Official Website.

In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions shall prevail. These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa. The Organizer and the participants agree to submit to the non-exclusive jurisdiction of the Courts of South Africa in relation to any disputes arising therefrom.

Eligibility

This Promotion is open to all residents of South Africa who are 18 years and above of age as at the date of participation of this Promotion with a valid ID card and address in South Africa. By participating in the Promotion, each participant represents and warrants that he/she has met the eligibility criteria set out under these Terms and Conditions.

The Organizer reserves the right to disqualify and/or exclude any entries from the Promotion, for any reason and for no reason, including without limitation, violation of any portion of these Terms and Conditions.

Duration

The duration of this Promotion is 48 hours starting from the Grand Opening date announced by the Organizer ["the Promotion Period"].

The Organizer reserves the right to amend the Promotion Period, mechanics and gifts at any time. All entries received outside the Promotion Period will be disqualified.

Promotion Mechanics

Participants must follow the instructions indicated in the Promotion announcement by the Organizer whether on official social media pages or offline printed materials.

Participants' entries for the Promotion are limited to one (1) entry per person.

All participants are required to scan the provided QR Code and submit the following information in Google Form to the Organizer:

Valid Email Address

Name

Valid Phone Number

Gender

Age

Multiple Choice Question: How do you find out about our FREE gift Grand Opening Event

Multiple Choice Question: Branded Umbrella or Branded Tumbler

By completing the submission in the Google Form, the participants can collect their gift (while stocks last)

The Organizer will not be held responsible should there be any error, delay or defect in submission of the information via Google Form to confirm the participation.

Gifts

Participants are subjected to the following conditions in respect of the Promotion:

There is only ONE (1) gift awarded to ONE (1) family.

The Organizer shall reserve the right at its absolute discretion to substitute any of the gifts, at any time without prior notice. All gifts are not exchangeable for cash, credit, other items, in part or in full.

All gifts are accepted entirely at the risk of the participant and are awarded by the Organizer and/or sponsors on an "as is" basis and without any warranty of any kind express or implied. All participants must abide by the Terms and Conditions of the party [ies] arranging and/or providing for the gifts and the terms and conditions attached to the gifts, if any.

Other expenses, including but not limited to, the travelling insurances, meals and other travelling expenses and costs of personal nature that may be incurred by the participants are not included in the gift which shall be borne by the participants.

Liability & Responsibility

By entering the Promotion or accepting the gifts, participants shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents [including death] resulting from their participation in this Promotion, redemption and/or utilisation of the gifts and that the participants agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against the Organizer, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Promotion and acceptance of any gifts, including without limitation, personal injuries, death and property damage.

All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in this Promotion is the sole responsibility of the participant[s].

The Organizer is also not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet.

By participating in this Promotion, the participant agrees and warrants that he or she shall not submit any content:

(a) that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;

(b) that violates any law, statute ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); that is, or may reasonably be considered to be, defamatory, libellous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;

(c) on behalf of any merchant or manufacturer, or for which the participant was compensated or granted any consideration by any third party;

(d) that includes any information that references other addresses, email addresses, contact information or phone numbers;

(e) or that contains any computer viruses, worms or other potentially damaging computer programs or files.

Rights of the Organizer

By participating in the Promotion, the participants grants to the Organizer the right to take and/or use the names and/or photographs and/or content submitted by the participants as materials for the purposes of advertising, trade and/or publicity, without any prior notice to the participants and the participants shall not be entitled to claim ownership or other forms of compensation on the materials.

The Organizer reserves the right, in its sole discretion, to disqualify any participant that is found or suspected of tampering with the Promotion submission process, the operation of this Promotion. The Organizer reserves the right to terminate the participation of any person who it reasonably suspects has violated or infringed any of these general Terms and Conditions and the Organizer reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this Contest, the Promotion submission process.

The Organizer's decisions are final with respect to any aspect of the Promotion, including without limitation, the determination of the participants. No queries, correspondences or appeals may be made or entertained regarding the Organizer's decision.

Technical Requirements

The Organizer is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorised access to, or alteration of, user or member communications, or any problems or technical malfunction of any telecommunication network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems or traffic congestion on the Internet and/or telecommunication networks.

The Organizer reserves the right to modify, suspend or cancel this Promotion in the event that it becomes incapable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud,

technical failures, or any other causes beyond the control of the Organizer, despite the best efforts of the Organizer.

DATA PROTECTION AND PRIVACY POLICY NOTICE

By participating in this Promotion, each participant agrees and gives consent to the Organizer (including its affiliates, partners, services providers and relevant business partners such as public relations agencies, market research firms and advertising agencies, which may be outside of South Africa) to record, store, collect, use, process, disclose all the participant's personal data, including name and contact details ["Personal Data"] and any additional information the participant may subsequently provide to the Organizer that are submitted or disclosed by the participant on social media and on the brand website, for any and all purposes relating to this Promotion including but not limited to the following (in accordance with the applicable data privacy laws) ["Purposes"]:

(a) to administer this Promotion, including but not limited to contacting the participant for the administration of gifts in relation to this Promotion;

(b) to run this Promotion and or any event or publicity of this Promotion in any form or through any media or for the Organizer's promotional and marketing purposes, without additional compensation or further notification or permission;

(c) to respond to the participant's posts, submissions, comments, requests, inquiries or complaints, to request feedback from the participants.

(d) conduct internal activities, market surveys and trend analysis, or other legitimate business activities of the Organizer.

(e) and any other purposes as may be related to the foregoing and/or as set out in the social media site or brand website and if applicable, Promotion Terms and Conditions.

It is obligatory that the participant supplies the Organizer with the participant's personal details [name, telephone number, email address] as required by the Promotion. If the participant fails to supply the Organizer such compulsory Personal Data, the Organizer may refuse to process the participant's Personal Data for any of the Purposes. The participant will become ineligible to participate in the Promotion if the personal data is not provided or incorrect.

By participating in this Promotion, each participant further consents to the Organizer, its partners and its affiliates to collect, use, disclose and share amongst themselves and their respective service providers, the participant's Personal Data and the photographs or audio and/or video or other recordings of the participant when attending event(s) hosted by the Organizer in connection with the Promotion for publicity and/or use in advertisements across all media, including, without limitation, in the Organizer's and its affiliates' publications, presentations, promotional materials on their websites, in its original or edited format, and to promote the Promotion or marketing purposes without further notification, remuneration or compensation; and the copyright and all other intellectual property rights in and to such photographs or audio and/or video or other recordings shall vest solely and absolutely in the Organizer and its affiliates without further compensation. The participants shall cooperate with and participate in the activities organized by the Organizer for these purposes.

By participating in this Promotion, each participant further consents to receive marketing materials, communications and information, promotional offers, newsletters and any other communication relating to the Organizer's products. Should the participant no longer wish to receive such communications, the participant can contact the Organizer directly at customercare.za@mrdiy.com to opt-out of such communications. Once the participant opts out, the Organizer will no longer send the participant marketing content.

The participant may request for access to or correction of the Personal Data or to limit the Processing of the Personal Data at any time hereafter by submitting the participant's request to the Organizer via email enquiry. Please note that it will be necessary for the participant to provide all of the Personal Data, without which the Organizer will not be able to obtain the participant's feedback and to process the same for the Purpose. By providing the Organizer with the participant's Personal Data, the participant expressly consents and agrees to the above-mentioned terms with respect to the Processing of the participant's Personal Data by the Organizer.

The participant consents for the transfer of his or her Personal Data to the Organizer's affiliates and authorized employees, agents and third parties outside of South Africa as the case may be, for the Purposes; and in particular, the Organizer may transfer the participant's Personal Data to the Organizer's oversea affiliate(s) where our information technology storage facilities and servers may be located. At all times, your Personal Data will be treated by the Organizer and our service providers as confidential information.

The participant is responsible for ensuring that the Personal Data the Organizer collect is accurate, complete, not misleading and kept up to date.