

LIBERTY PROMENADE POST WITH PURPOSE CAMPAIGN ("PROMOTION")

TERMS AND CONDITIONS

The Promotion, is subject to these Terms and Conditions ("T's and C's"), as may be amended from time to time. Please read the T's and C's carefully and pay special attention to all the terms printed in bold.

1. PROMOTER

- 1.1 Excellerate Brand Management (Pty) Ltd ("EBM") and Liberty Promenade, the landlord being Liberty Group Limited (Registration No.: 1957/002788/06), and managed by JHI Retail (Pty) Ltd (Registration No.: 2013/192532/07) are the Promoters of this Promotion (collectively referred to as "the Promoters").
- 1.2 The Promoters will make final and binding decisions in respect of all matters relating to the results of the Competition, including any disputes relating to the Promotion and shall not be obliged to provide reasons for any decisions so taken.
- 1.3 The Promoters reserve the right to amend, modify and/or change the T's and C's at any time and will make the amended T's and C's available as set out in 5.1 below.

2. PROMOTION RULES

- 2.1 The Promotion is open to all Liberty Promenade shoppers who are residents and citizen of South African ("**Participant/s**") who are in possession of a valid South African identity document or valid South African passport; except for any director, member, partner, employee, agent, consultant of the Promoters, the marketing service providers and/or any person who directly or indirectly controls or is controlled by the Promoters, including their spouses, life partners, business partners or immediate family members. A minor who enters the competition undertakes that he/she does so with his/her parent's/legal guardian's consent.
- 2.2 The competition runs from Tuesday, 7 June 2026 and closes on Monday, 27 July 2026 at 23:59 ("**Promotion Period**"). The Promoters reserve the right to amend, modify, change, postpone, suspend, or cancel this Promotion and/or Prize (which has not been subject to a draw) or any aspect thereof, at any time and for whatsoever reason without further notice.
- 2.3 Any entry by a Participant is subject to these T's and C's and by entering this Promotion, all Participants agree to be bound by them.
- 2.4 To enter the Promotion, a Participant will be required to comply with the following Terms and Conditions:
 - 2.4.1 The Participant will be required to visit the Liberty Promenade Power of Sport – A Mandela day Initiative installation located in the Food District during the campaign period.
 - 2.4.2 The participant will be required to spend R100 or more at any of the mall's stores, write their details (Full name and contact number) on the back of their till slip, and drop it in the sports organisation voting box of their choice.
- 2.5 Multiple till slips will be accepted provided the participant spent across various stores on the same date. Till slips from **7 July 2026 onwards** will be accepted by the promoter. The onus lies with the shopper to secure or staple multiple till slips. Till slip(s) details will need to be captured by the promoter for the purpose of the competition.
- 2.6 Only original till slips will be accepted by the promoter. No photocopies will be accepted.
- 2.7 Participants may enter as many times as they wish at any of the participating sport organisations voting boxes of their choice.
- 2.8 The sport organisation with the highest count in till slips (votes) will receive a donation from Liberty Promenade.
- 2.9 Participating sports organisations are encouraged to promote the campaign within their communities and on their own communication and social media platforms.
- 2.10 Participants are prohibited from collecting, requesting, purchasing, or otherwise obtaining till slips from retailers, store staff, or other shoppers in the mall to increase their vote count. The Promoter reserves

the right to investigate any unfair or dishonest voting practices and may, at its sole discretion, disqualify any participant found to be engaging in such practices. The Promoter's decision shall be final.

- 2.11 By participating in this campaign the participant provides the Promoters full consent to use their information in any publication and on any media platform relevant to the competition without any claim to compensation.
- 2.12 Participants in the shopper competition who were winners of any competition hosted by Liberty Promenade during the past **90 (ninety) days**, are not eligible to participate in this competition.
- 3.13 The main aim of the Power of Sport – A Mandela Day initiative campaign is to promote and create awareness of the featured sport organisations, highlighting the amazing work they do in Mitchells Plain and the surrounding communities on the mall's digital and in-mall platforms.

3. PRIZES

- 3.1 The winner of the shopper prizes will be randomly selected from the base of eligible entrants during the competition period.
- 3.2 Two lucky participants of the shopper competition will receive a R1 000 (One Thousand Rand) Liberty Promenade Gift Card each. (The Prizes)
- 3.3 The charity with the highest count in till slips (votes) will receive a donation of R20 000 (Twenty Thousand rand) from Liberty Promenade. The donation will be in the form of Liberty Promenade Gift Cards from the Promoter. (The Donation)
- 3.4 The Judging Panel may decide on any additional awards or incentives at the end of the campaign period. These additional awards or incentives will be solely at the discretion of the judging panel and Promoter.
- 3.5 The donation value will be capped at R20 000 (Twenty Thousand rand) and there will be no guarantee of the participating organisations winning a donation, additional awards, or incentives at the end of the campaign period. Unsuccessful organisations will have no claim or action whatsoever against the Promoter as a result of not receiving a donation, additional awards, or incentives.
- 3.5 The Liberty Promenade marketing team will contact the shopper competition winners and the sport organisation with the highest number of till slips telephonically and further details of the prize/donation hand over will be shared with them in writing after Wednesday, 29 July 2026 ("The Announcement Date").
- 3.6 The shopper prizes are not transferable and will not be changed or deferred for any reason whatsoever.
- 3.7 The organisation donation is not transferable and will not be changed or deferred for any reason whatsoever. The decision of the judging panel is final and no correspondence will be entered into.
- 3.8 The promoter may at any time during the campaign period change, adjust or substitute the prizes/donations on due to campaign requirements.
- 3.8 Once the campaign Period has expired, the Promoters will use all reasonable efforts between when the Competition ends and the Announcement Date to contact the Winners. The Winners will be contacted **telephonically** during working hours (8:30 – 17:00).
- 3.9 If the Promoters are unable to contact or reach any of the organisations, the entry by that person who cannot be contacted will be disqualified and the runner up, selected by the Promoters will then be determined as the new Winner. That Winner will also be contacted by the Promoters **via the contact details supplied** as soon as reasonably practicable.

4. PUBLICITY AND DATA PRIVACY:

- 4.1 By entering, a Participant acknowledges and gives express consent on entry that personal information, including without limitation, name, age, address (including postcode), telephone number and/or email address ("Personal Data") will be used in connection with the campaign and will be shared with the Promoters and their agents to the extent necessary to conduct the Promotion.
- 4.2 All Personal Data relating to the Participants will be used solely in accordance with the Consumer Protection Act 68 of 2008, the data protection legislation, and will not be disclosed to any third party,

except for the purpose of the Promotion where applicable unless the Participants gave their express consent to this on entry.

5. GENERAL:

5.1 For the duration of the Promotion Period, a copy of these T's and C's can, at no cost:

5.1.1 be found on the following website (competition page) www.promenade.co.za

5.2 The participants may be requested to be photographed for promotional purposes. Images may be published on Liberty Promenade social media platforms, website page, internal and external publications as well as community newspapers and shopping centre retail industry publications. No fees will be payable in this regard.

5.3 The Promoters do not make any representations or give any warranties, whether express or implicit, that the Participant's participation in this Promotion will necessarily result in the Participant winning a Prize.

5.4 To the extent permissible in law, the Promoters are not responsible and cannot be held liable for any accident, injury, harm, death, loss or damages of whatsoever nature, howsoever arising, as a result of the Participant's participation in the Promotion.

5.5 To the fullest extent permitted in law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoters, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from their participation in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of any Prize awarded.

5.6 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.

5.7 These T's and C's will be construed, interpreted and enforced in terms of South African law.

5.8 Any questions, comments or complaints regarding the Promotion can be directed to the Promoters at 021 377 4000