

# Put some FPLOUR in your life

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### **Terms & Conditions**

This lucky draw ("Lucky Draw") is organized by Star Paint (PTY) LTD a subsidiary of Stance Holdings (PTY) LTD.

Participation in the Lucky Draw is subject to the Terms and Conditions. Entry into this Lucky Draw is deemed acceptance of these T&Cs and any amendments, additions, replacements, variations and modifications hereto, which shall be final and binding in all respects on each participant.

Amendments to the T&Cs will be posted on our website. By entering the Lucky Draw, participants agree to be bound by and to comply with the T&Cs. Non-compliance with or breach of any of these T&Cs may disqualify a participant at any stage of the Lucky Draw, and any prizes won may be forfeited, withheld, withdrawn or reclaimed.

## **Qualifying Entrants**

This contest is open only to all residents living in Eswatini. Entrants under the age of eighteen (18) years old must seek parental and/or guardian consent before participating in the Contest.

### **Contest Entries**

- This promotion is valid from 01 December 2019 to 30 April 2020.
- Participant is entitled to 1 lucky draw chance with each purchase above E1500.00 with a valid Invoice number.
- Only **Cash Sale 1** customers will be allowed to enter competition.
- Each participant may submit multiple entries.
- There will be 1 winner.
- Lucky Draw submission must be completed in full by the closing date. Failure to do so will
  result in disqualification.
- All entries must be received before 17:00 hours on 30 April 2019.
- Representatives of Star Paint (PTY) LTD will pick the lucky draw winner from eligible entries. No correspondence will be entertained about Star Paint's decision.
- The winners may be required to participate in a photo taking session during the issuing of Lucky Draw gift. Pictures may be posted online, newspapers and showcased in our shop front for display purpose.
- Star Paint (PTY) LTD reserves the right to disqualify all entries that do not meet the rules and regulations of the Lucky Draw. These include entries submitted with invalid or incorrect information.

#### **Prizes**

- Entry to the lucky draw commences on 01 December 2019 and closes on 30 April 2020 ("closing date"). Lucky draw entries must be completed in full and made in the manner specified by the closing date. Failure to do so will disqualify the entry.
- Winners are required to provide their full particulars, including their full Identification number for the purpose of verification & audit. All prizes which are not won or remain unclaimed after two (2) months of the announcement of the winners will be forfeited
- Prizes are not transferable or exchangeable and non-cash prizes cannot be exchanged for cash. Prizes are subject to availability and Star Paint has the right to substitute any prize for a comparable prize of equal or greater value to be awarded in lieu, subject to any applicable law.
- Participants for the contest will be contacted on the same day of the draw through the
  mobile number that participants used to register for the draw, and must satisfy all
  verification requirements before being declared the winner. If a participant cannot be
  contacted or fails to respond after 3 calls made by Star Paint, within 24 hours from the first
  call, this participant will be disqualified and another winner will be selected. Winners will
  receive a letter to collect their prize. Star Paint's decision on the winners is final and no
  correspondence will be entertained.
- Acceptance of any prize shall constitute consent on the winner's part to allow the use of the winner's name, image, voice and/or likeness by Star Paint for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law. Acceptance of any prize shall constitute a release and discharge of Star Paint by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the contest, (ii) personal injury and/or property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the contest, prize and/or use or enjoyment of the same.
- The prize is Star Paint will paint the exterior of the winner's house up to and not exceeding the value of E50 000.00 only. The house should be found in good condition for paint works to be done. Star Paint will not be liable to do any wall preparation works.

## **General Terms**

- Employees of Star Paint and its related companies ("Stance Holdings") or of Star Paint's
  partners and/or sponsors for the Lucky Draw (if applicable), and their immediate family
  members (including spouses, children, parents, brothers and sisters) are not eligible to
  participate in the Lucky Draw. Winner(s) may be required to sign a written statement
  confirming their eligibility before prize collection.
- 2. Participant affirms the accuracy of all information provided at the time of Contest / Lucky Draw entry. Any misrepresentation of any fact or particulars (deemed material by Star Paint) shall result in disqualification and/or the forfeiture, withholding, withdrawal or reclaiming of any prizes won.
- 3. Star Paint reserves the right, at any time in its sole and absolute discretion, to substitute, withdraw, add to or alter any of the prizes offered without notice to the participants.
- 4. Star Paint will endeavour to hold the Lucky Draw on and at the advertised date, time and venue and by the mode (manually or electronically) as advertised, but reserves the right, in its sole and absolute discretion, to conduct the Lucky Draw by another mode in such circumstances as Star Paint may deem appropriate.

- 5. Star Paint's decision at all stages of the Lucky Draw is final. No enquiries, appeals, verbal or written, shall be entertained. The participants shall accept and abide by any and all decisions made by Star Paint concerning, without limitation, these terms and conditions, the rules, procedures and regulations of the Lucky Draw, the award of prizes and any other matters relating to the Lucky Draw.
- 6. By entering the Lucky Draw, each participant agrees that:
  - a. Any and all personal data submitted may be collected, used and/or disclosed to Stance Holdings for various purposes, including to communicate with the participant for purposes related to the Lucky Draw, to provide goods and services to the participant upon request, and such other purposes Stance Holdings may reasonably deem appropriate, or in relation to which the participant has otherwise provided Stance Holdings with consent;
  - b. Star Paint may collect, use, disclose and share amongst themselves and their respective service providers, the participant's personal data, including the photographs or audio-video or other recordings of these participants ("Material") for publicity and/or use in advertisements across all media, including, without limitation, in Stance Holdings publications, presentations, promotional materials on their websites, in its original or edited format, and whether to promote the Lucky Draw or otherwise without further notification, remuneration or compensation; and
  - c. The copyright and all other intellectual property rights in and to all Material shall vest solely and absolutely in Star Paint without further compensation.
- 7. Participants shall not, without the prior written approval of Star Paint, speak to the press or any other media nor give any interviews or comments relating to the Lucky Draw.
- 8. Star Paint and Star Paint's partners and/or sponsors for the Lucky Draw (if applicable) shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death in connection with the Lucky Draw, or any prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). If applicable, all warranty claims in regards to a prize should be directed to the applicable manufacturer. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these terms and conditions apply to this Lucky Draw nor in respect of the prizes and all implied warranties are excluded, including but not limited to, the implied warranties of satisfactory quality, merchantability or fitness for a particular purpose of any of the prizes.