

BVLGARI PINK SAPPHIRE COMPETITION

TERMS AND CONDITIONS

1. COMPETITION RULES:

- 1.1. This competition ("Competition") is conducted by BVLGARI South Africa which is a licensed brand of The Prestige Cosmetics Group (Pty) Ltd (Registration No: 2010/006085/07) ("Competition Organiser").
- 1.2. The Competition starts on 4 May 2018 and ends on 4 July 2018 (both dates inclusive); winners will be drawn by 31 July 2018.
- 1.3. Winners will be eligible for the Competition prize which remains at the discretion of the Competition Organiser, but can include – a weekend in Cape Town for the winner and two friends to the value of R60,000.00 (Sixty Thousand Rand) with the prize including flights, accommodation and expenses relating to specified entertainment.
- 1.4. The Competition Organiser's decision is final and no correspondence will be entered into.
- 1.5. The prize is not transferable, is non-refundable, non-exchangeable and cannot be redeemed for cash. To the maximum extent permitted in law, the Competition Organiser is excluded from any defect whatsoever in the prize by any entrant to the Competition, and the Competition Organiser will not be held liable for any damages, consequential or otherwise suffered by any entrant to the Competition.
- 1.6. Entry is open to anyone except employees (and their immediate families), directors, members, partners, agents or consultants of the participating retailers and the Competition Organiser.
- 1.7. This competition is only open to residents of the Republic of South Africa; winners will be required to present their SA ID book and must be over the age of 18 (eighteen) years.
- 1.8. By entering the Competition, all participants and winners agree to be bound by these rules which will be interpreted by the Competition Organiser, whose decision will be final and binding.
- 1.9. The Competition Organiser reserves the right to amend, modify, change, postpone, suspend or cancel this Competition and any prizes that have not yet been drawn subject to draw, or any aspect thereof, without notice, for any reasons that the Competition Organiser reasonably deems necessary.
- 1.10. Referring to Condition 2.4.1 under "COMPETITION PRIZE" below, the competition winner is responsible for securing their own transport to the selected airport from where the competition organisers have arranged flights to the destination.
- 1.11. The competition winner has until 15 August 2018 to redeem the prize, after which it will expire.
- 1.12. Subject to 1.11 above, the date of the weekend is at the discretion of the Competition Organiser. The competition winner may select a date for the prize, but it remains at the discretion of the Competition Organiser and is subject to availability as determined by the Competition Organiser.
- 1.13. This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act 68 of 2008 ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated

thereunder are available on the Department of Trade and Industry Website: www.dti.gov.za

- 1.14. All the provisions of these Rules are severable, the one from the other, notwithstanding the manner in which they have been grouped or linked grammatically. Any provision of these Rules which is or becomes enforceable, whether void, invalid, illegal, unlawful or for any reason whatever, shall and only to the extent that it is so unenforceable, be treated at *pro non scripto* with the remaining provisions of these Rules being of full force and effect.
- 1.15. The terms and conditions of the Rules set out herein are governed by the laws of the Republic of South Africa and any participant, by his/her entering this Competition are bound by the terms and conditions set out in these Rules and will be subject to the jurisdiction of the High Court of South Africa, Western Cape High Court.
- 1.16. The Competition is limited specific participating retailers in the following shopping centres:
 - 1.16.1. Mall of Africa – Woolworths, Edgars, Red Square, Truworths, Foschini
 - 1.16.2. Eastgate – Edgars, Foschini, Red Square, Truworths, Woolworths
 - 1.16.3. East Rand Mall – Edgars, Foschini, Truworths, Woolworths
 - 1.16.4. Sandton – Edgars, Foschini, Red Square, Truworths, Woolworths
 - 1.16.5. Brooklyn – Edgars, Truworths, Woolworths
 - 1.16.6. Menlyn – Edgars, Foschini, Red Square, Truworths, Woolworths
 - 1.16.7. Centurion – Edgars, Foschini, Red Square, Truworths, Woolworths
 - 1.16.8. Canal Walk - Edgars, Foschini, Red Square, Truworths, Woolworths
 - 1.16.9. Tygervalley - Edgars, Foschini, Red Square, Truworths, Woolworths
 - 1.16.10. V&A Waterfront – Foschini, Woolworths, Waterfront
 - 1.16.11. Pavillion – Edgars, Red Square, Truworths, Woolworths
 - 1.16.12. Gateway - Edgars, Foschini, Red Square, Truworths, Woolworths

2. COMPETITION PRIZE:

- 2.1. There is a total of only 1 prize item for this Competition.
- 2.2. The total value of the Prize is R60, 000.00 and includes all flights, accommodation, transport and meals.
- 2.3. The content of the prize is at the discretion of the Competition Organiser and subject to availability from the sponsors, but the prize can include the following:
 - 2.3.1. An all-expenses paid trip for two nights in Cape Town for the winner and two friends who must all meet the requirements recorded in clause 1.7 above and agree to adhere to the terms and conditions of the Competition.
- 2.4. The experience includes:
 - 2.4.1. One return flight to the destination city from only one of the below three major airports in South Africa. The competition winner is responsible for securing their own travel arrangements to one of these two airports should they reside outside of these two major cities; OR Tambo Airport (JHB) and King Shaka International Airport (KZN).
 - 2.4.2. Two night's accommodation with breakfast included at a Luxury Hotel situated within the vicinity of Cape Town city bowl.
 - 2.4.3. Lunch and Dinner will be provided and the value and venue thereof will be at the discretion of the Competition Organiser.
 - 2.4.4. Helicopter flip at the V&A Waterfront. The participants will be required to sign an indemnity form before engaging in the activity.
- 2.5. Winners will be required to complete and submit a winners form, as well as supply a certified copy of their valid ID within 72 hours of being

confirmed a winner, to enable the Competition Organisers to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should any winner refuse or be unable to comply with these rules for any reason, such winner will be deemed to have rejected the Prize and it shall revert back to the Competition Organisers.

3. FULFILMENT RULES:

- 3.1. The selection of the winner by the Competition Organiser will be in conjunction with their accounting officer, David Solomon who will select the winner in accordance with good audit practices.
- 3.2. The Competition Organiser will contact the winner within 72 hours of the draw to co-ordinate the redemption of his/her Prize. The Competition Organiser will:
 - 3.2.1. attempt to contact the winner 3 times by telephone; thereafter
 - 3.2.2. the obligation is upon the winner to make contact with the Competition Organiser on the following number/email address; jprinsloo@pcgroup.co.za
 - 3.2.3. If the winner fails to contact the Competition Organiser within 14 working days of the last telephone call referred to in 3.2.1 above the winner will forfeit the Prize and they shall have no rights in terms of the Competition or any claim against the Competition Organiser.
- 3.3. After fulfilment of the time period set out in 3.2.3 above, it is at the discretion of the Competition Organiser to select a new winner and to again follow the process set out herein above.
- 3.4. The prize fulfilment dates will be agreed upon with the sponsor and the winner, giving the stipulated days' notice as specified by the prize supplier (normally minimum 30 days, maximum 3 months).
- 3.5. Any additional expenses, including all incidental expenses relating to the Prize which do not form part of the Prize as set out in paragraph 2 above are for the account of the winner. Neither the Competition Organiser, nor the sponsor shall be liable for any payment or expense incurred by the winner relative to the Competition which is not included in the Prize. The Winner, by accepting the Prize, indemnifies the Competition Organiser and the sponsor of any liability and/or expense incurred in terms of the Competition which falls outside the ambit of the Prize.
- 3.6. Any entrant of the Competition confirm that they are medically fit to partake in the prize and the obligation is upon the entrant to disclose any medical condition or fact to the Competition Organiser which may affect the enforceability of the prize. It remains within the discretion of the Competition Organiser to allow any entrant to partake in the competition.
- 3.7. No refunds are available once the prize has been utilised.

4. INDEMNITY RULES:

- 4.1. To the maximum extent permitted in law, the Competition Organiser and its directors, officers, managers, employees and agents, shall not incur any liability to any person for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise, as a result of entering into, or arising from any cause whatsoever or howsoever arising from their participation in, this Competition or the use

of any prize won thereunder (any such prizes being utilized at the own risk of any winner thereof).

- 4.2. The Competition Organiser do not make any representation, or give any warranties or guarantees in respect of the suitability of the prize. Any entrant warrants that he/she acquaints themselves fully with the prize and that he/she did not make any decisions solely reliant upon any professional advice or representation from the Competition Organiser. The entrant confirmed that he/she has satisfied themselves in relation to all matters regarding the prize. All promotional material, pictures, illustrations and descriptions are for illustration only and do not form part of the agreement or the prize.
- 4.3. This agreement shall constitute the entire understanding between the parties and, as such, including this clause, may not be altered or modified except by an agreement in writing signed by all parties.
- 4.4. The Competition Organiser do not guarantee the safety standards or satisfactory performance of any supplier. Utilisation of the prize may be dependent on certain factors beyond the Competition Organiser's control and neither will be held liable for the cancellation, postponement or price increases enforced by the supplier.
- 4.5. Any entrant will have to comply with all rules, regulations and other statutory provisions of any sponsor or fulfilment agent which may apply at their premises or during an activity. Non compliance with any such rule or regulation or statutory provision may result in the immediate withdrawal of the prize from the Competition Organiser and the winner will have no recourse, in law or otherwise, against the Competition Organiser.

5. PUBLICITY RULES:

- 5.1. Publicity endeavours will be within legal and reasonable ethical confines as determined by the law of South Africa, especially regarding usage of images of winner and/or his friends who by their participation in the prize agree to these terms and conditions. The individuals who will accompany the winner on the prize must agree to sign these terms and conditions of the rules failing which they will be disqualified from participating with the winner in the prize.
- 5.2. The Competition Organiser retains the right to use winners' image, reviews and testimonials for publicity purposes for a two year period post the fulfilment of the prize. Thereafter, the Competition Organiser must formally request permission from the winners and approval is solely at the winners' discretion.
- 5.3. By entering into the Competition you agree to receive further communication and direct marketing material from the Competition Organiser.
- 5.4. The Competition Organiser does not sell or rent personal information about individual members to third parties. We may, however, disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.