

Martin and Martin (Pty) Limited T/A BOB MARTIN SA
TERMS AND CONDITIONS:
Bob Martin &CO. LUCKY DRAW QR CODE GIVEAWAY

1. **TERMS & CONDITIONS:**

The Bob Martin & co. Lucky Draw QR Code Giveaway (hereinafter referred to as “the Promotion”) is conducted by Martin and Martin (Pty) Limited T/A BOB MARTIN SA (registration number 1978/001889/07) with its postal address at PO Box 6914, Greenstone, 1616, (hereinafter referred to as “the Company”). Any person who enters (hereinafter referred to as “the Entrant”) agrees that they have read, understand and accept the Terms and Conditions of the Promotion that are set out below and are binding on the Entrant in their personal capacity.

2. **PROMOTION RULES:**

- a. The Promotion will go live on the Bob Martin & Co website from March 2023.
- a. Customers must make a purchase on the Bob Martin &Co website (www.bobmartin.co.za) to stand a chance of winning R500 worth of Bob Martin & Co products each month for the duration of the competition. They can get to the website by scanning a QR code on their store-bought product or by another means (for instance, clicking on a link in a social media post or typing the URL directly into a web browser).

3. **THE PRIZE:**

1. R500 worth of Bob Martin & Co. products per month from March till 31 July 2023.
2. Please note that prizes are inclusive of VAT.

4. **COMPETITION DATES:**

1. The competition will commence on March 2023 and will conclude on 31 July 2023.

5. **IMPORTANT NOTICE:**

These Promotion rules contain certain terms and conditions which appear in similar text style to this clause and which:

1. May limit the risk or liability of the Company or a third party; and/or
2. May create risk or liability for the Entrant; and/or
3. May compel the Entrant to indemnify the Company or a third party; and/or
4. Serve as an acknowledgement, by the Entrant, of a fact.
5. The Entrant cannot be a juristic entity and must be an individual.
6. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Entrant or the Company in terms of the Consumer Protection Act, 68 of 2008 (“the CPA”).
7. The Entrant acknowledges that by submitting his or her entry to the Promotion, he/she has been given an appropriate opportunity to first read these terms and conditions before entering and he/she understands and agrees to the terms and conditions.

8. The Company reserves the right to amend the terms and conditions, as well as suspend or terminate the Promotion or extend any time frames at any time. In the event of such suspension, termination or extension, all participants agree to waive any rights that they may have in terms of the Promotion and acknowledge that they will have no recourse against the Company, its advertising agencies, advisors, suppliers and nominated agents.
9. All Entrants to this Promotion participate entirely at their own risk. By reading and accepting these terms and conditions, the Entrant hereby indemnifies the Company, the Company's directors, employees and/or agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Promotion and the use of the prize.
10. The Company's decision will be final. No correspondence will be entered into.
11. Prizes are not transferable, exchanged for cash value, and no substitutions are permitted.
12. Unused, expired and/or redeemed prizes cannot be refunded, exchanged or returned.
13. This Promotion is in no way associated with any of the media platforms on which its communications, materials, or messaging appears, aside from those owned and operated by the Company.

To qualify for an entry into the competition:

1. Customers will need to purchase a product on the Bob Martin & Co. Website between 1 March 2023 and 30 July 2023 to enter.
2. The Entrant must reside in the Republic of South Africa.
3. The Entrant cannot be a juristic entity and must be an individual.
4. The Entrant must be 18 years or older.
5. The winner will be selected by way of a random draw from all the qualifying entries submitted during competition duration.
6. The Company will notify the winner via Direct Message on its social media channels.
7. The winner will have 7 days from the announcement date to claim their prize responding to the Direct Message. If the winner has not claimed their prize within this period, the Company will be entitled to select an alternative prize winner.
8. The Company reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the competition.
9. The Company accepts no responsibility for any damage, loss, injury or disappointment of any kind suffered by any Entrant in entering the competition, including as a result of any Entrant winning or not winning any prize.
10. The Company accepts no responsibility for entries lost or delayed in computer error in transit.
11. Entries made online using methods generated by a script, macro or the use of automated devices will be void.
12. By entering the Promotion, Entrants agree to receive future correspondence from the Company, from which they may opt out of at any stage.
13. Winners agree to have their photos and names published in promotional or advertising media.
14. By entering this Promotion, each Entrant grants the Company a royalty-free, irrevocable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Entrant's entry into the Promotion (including the photograph/video and all other content submitted by the Entrant) in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including the Company's websites and properties and on social networking sites (i.e. Facebook, Instagram, YouTube, Twitter, etc.) for any legal purpose whatsoever. Such a license shall be valid for a period of 12 months after the Promotion closes.

15. An Entrant shall have no claim against the Company or anyone else relating to the use of their entry.
16. Entrants will not receive any form of payment relating to the use of their entries.
17. Entrants acknowledge and agree that the Company may receive many entries in connection with the Promotion and that some entries may be very similar in content, idea, theme, or in other respects to other entries received or submitted. The Entrant waives any and all claims that he/she may have had, may have and/or may have in the future, that any entry in this Promotion is similar to their entry, or that any compensation is due to the Entrant in connection with such an entry.
18. By entering the Promotion, each Entrant warrants and represents the following with respect to their entry: the Entrant is the sole and exclusive creator, author and owner of the entry; no rights in the entry, or any portion thereof, have been granted to a third party, nor has any portion thereof otherwise been exploited in any way; and, the entry will not infringe on any rights of any third parties and will not give rise to any claims or infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever.