

TERMS & CONDITIONS OF THE #KITCHENKITOUT COMPETITION

Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. **"Competition"** means the #KitchenKitOut Competition organised by the Promoter, open to all people residing in the Republic of South Africa.
- 1.2. The **Promoter** means Russell Hobbs whose registered office is at Home of Living Brands (PTY) Ltd, West Block, Pineslopes Shopping Centre, Cnr Straight and Witkoppen Road, Fourways.
- 1.3. Although it may feature on Facebook and Instagram, this Competition is in no way sponsored, endorsed, or administered by, or associated with Facebook or Instagram.
- 1.4. **"Competition Period"** means the period between the first posting Date 7/7/2021 (Wednesday) and midnight on the Closing Date 1/8/2021 (Sunday)
- 1.5. **"Entry Period"** means the period between the Competition Start Date 7/7/2021 and midnight on the Closing Date 1/8/2021.
- 1.6. **"Participant"** means a person who enters the Competition in accordance with the entry requirements laid out in 3.3.
- 1.7. **"Prize"** means Russell Hobbs appliances to the retail value of up to R11,150.00 (Eleven Thousand and One Hundred and Fifty South African Rands). Final appliances awarded will be at the discretion of the Russell Hobbs team. This prize will be won by two (2) people during the Competition Period.

2. Application of Terms and Conditions

- 2.1. By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood the outlined points in this document.

3. Entry Requirements

- 3.1. In order to be eligible for Participation in this Competition an entrant must:
 - 3.1.1. Be a South African citizen or permanent resident over the age of 18 (Eighteen) years.
 - 3.1.2. Successfully enter the Competition in accordance with the entry mechanism set out in clause 3.2.
 - 3.1.3. Agree to permit the Promoter to collect their personal information for the purpose of the Competition and the Promoter's, and/or participating retailers', product marketing and development.
 - 3.1.4. Undertake to abide by these Rules.
- 3.2. To enter and be eligible for the Prize, Participants must:
 - 3.2.1. Head to the Russell Hobbs SA website (<https://russellhobbs.co.za/>) and buy any appliance(s) and make a purchase during the Entry Period.
- 3.3. By completing 3.2 above, Participants are eligible to win one (1) of two (2) Russell Hobbs appliance packages to the value of up to R11,150.00 (Eleven Thousand and One Hundred and Fifty South African Rands).
- 3.4. Entries received through any medium other than as stipulated in clause 3.2 shall not be considered.
- 3.5. Only entries received within the Entry Period will be considered. The Competition closes at midnight 1/8/2021 and no other entries thereafter shall be considered.

4. Award Terms

- 4.1. Successful Participants will be notified directly via the email address associated with their Russell Hobbs online store (<https://russellhobbs.co.za/>) login.
- 4.2. Successful Participants will have three (3) working days to respond to the winner notification email to claim their prize.
- 4.3. In the event that a Prize winner cannot be successfully contacted or is unable, for any reason whatsoever, to accept the prize, a replacement winner will be selected by the Russell Hobbs team.

- 4.4. The Prize is not transferable or redeemable for cash or other goods. Prizes may not be transferred to another individual.
- 4.5. Products in the prize package may need to be substituted based on stock availability.
- 4.6. Large appliances, small homeware items and any products not directly sold by Home of Living Brands are ineligible for discount. This includes Stoves, Dishwashers, Fridges, Coolers, Microwaves above 30L (Excluding the RHEM36G and RHEM42G Convection Microwave), as well as Homeware such as Russell Hobbs Knives, Pot sets, Crockery, Bakeware, Glassware, Kitchen accessories and Cutlery, with the exception of Russell Hobbs Electronic Salt & Pepper Mills.

5. Use of Personal Information

- 5.1. Personal information is information relating to a Participant. Personal information includes a Participant's identity number, passport number and contact details (daytime contact number and/or email address).
- 5.2. By entering this Competition, a Participant agrees that the Promoter may use his/her personal information in connection with the Competition.
- 5.3. As far as the law allows, each Participant agrees and gives the Promoter permission to collect, get, receive, record, organise, collate, store, update, use and share all of his/her personal information for all purposes relating to the Competition.
- 5.4. A Participant may ask the Promoter at any time before the Closing Date to correct or confirm any personal information if it is wrong or out of date.
- 5.5. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Competition. The Promoters will not use any Participant's personal information in any way which breaks the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.
- 5.6. By entry in this competition, all Participants consent to having their data captured on the Promoters' system. The Participant agrees that any video or photographs taken of them in relation to this Competition become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the media footage.
- 5.7. The Promoter and/or Participating Store/s will not use any Participant's personal information in any way which breaks the law and Russell Hobbs as well as Home of Living Brands undertakes to keep all personal information of Participants secure and for as long as the law requires.

6. Warranties and Indemnities

- 6.1. **The Promoter, its employees, officers, directors, agents and associates as well as the social media sites (Facebook), their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and the Participants hereby indemnify and hold the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Competition.**
- 6.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

7. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure. This includes any extraordinary legislative act of Parliament or regulation passed by a government authority.

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8. *General*

- 8.1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on the **Russell Hobbs website** (<https://russellhobbs.co.za/>).
- 8.2. The Competition is not open to any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter.
- 8.3. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 8.4. In the event of a dispute regarding a winner chosen in accordance with 4.1 above, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
- 8.5. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.