



TERMS AND CONDITIONS: HTH[®] “Cash Splash” Competition

Innovative Water Care (Pty) Ltd (“HTH[®]”) is running the HTH[®] “Cash Splash” Promotional Competition where customers stand a chance of winning their share of R1m in the online in-store competition + R 111 300 worth of prizes in the social media competition: In the in-store competition (the “In-store Competition”) customers stand a chance of winning their share of R1 000 000 (One million Rand), and their share of R111 300 (One hundred and eleven thousand three hundred Rand) worth of Weber braais and Chef Benny aprons (1 x Weber 57cm Original Kettle Braai & 1 x Chef Benny apron per draw week for 21 weeks) in the social media competition (the “Social Media Competition”), when purchasing any HTH[®] product during the Competition period. (The In-store Competition and the Social Media Competition are collectively referred to as the “Competition/s”).

All participants during the term of the Competition agree to be bound by the following Terms and Conditions:

Duration

1. The In-store Competition runs from 09h00 on 01 October 2020 to 17h00 on 28 February 2021 (the “In-Store Competition Period”) for twenty-three (23) weeks. The first week period commences at 09h00 on 1 October 2020 and closes at 17h00 on 18 October 2020, whereafter every subsequent week period it commences at 09h00 on every Monday during the Competition Period and closes at 17h00 on the coinciding Sunday of the respective week (the “In-Store Competition Week/s”). Four (4) weekly winners (the “In-store Weekly Winner/s”) will be randomly selected during each In-Store Competition Week. The first draw week will be week 3 of the In-store Competition, i.e. on 19th October 2020 and winners will be drawn from week 1 and 2 entries. Thereafter there will be a draw every subsequent week from the entries for such particular week, and with the final draw being in week 23 on 01 March 2021, therefore the competition period is 23 weeks and there are 21 draws in the period.
2. The Social Media Competition also runs from 09h00 on 1 October 2020, until 23h59 on 28th February 2021 (the “Social Media Competition Period”) for twenty-three (23) weeks. The first week period commences at 09h00 on 1 October 2020 and closes at 17h00 on 18 October 2020, whereafter every subsequent week period it commences at 09h00 on every Monday during the Competition Period and closes at 17h00 on the coinciding Sunday of the respective week (the “Social Media Competition Week/s”). One (1) weekly winner will be randomly selected from eligible entries received for a particular week.
3. The duration of the Competitions may be extended or curtailed at the discretion of HTH[®].

Prizes

4. During each of the twenty-one (21) In-Store Competition winners draw Weeks, Four (4) In-Store Weekly Winners will stand a chance of winning their share of R1 000 000 (One million Rand) to be awarded during the Competition Period, when purchasing any HTH[®] product during the Competition period. In total, there will be eighty four (84) In-Store Weekly Winners and prizes consist of the following cash prizes:
 - 4.1. Five (5) cash prizes of R50,000 (fifty thousand Rand) each;
 - 4.2. Fourteen (14) cash prizes of R20,000 (twenty thousand Rand) each;
 - 4.3. Twenty-nine (29) cash prizes of R10,000 (ten thousand Rand) each;
 - 4.4. Thirty-six (36) cash prizes of R5,000 (five thousand Rand each).
5. During each of the twenty-one (21) draws in the Social Media Competition Weeks, one (1) Social Media Weekly Winners will stand a chance of winning their share of social media prizes to a total value of R111 300 (one hundred and eleven thousand three hundred Rand. (The social media prizes will be comprised of 1 x Weber original kettle braai to the value of R5000, as well as a signature apron from chef Benny Masekwameng valued at R300 per apron). (The value of the total weekly prizes are R5 300, and the overall total value of the prizes in the Social Media Competition is R111 300.)

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Eligibility

6. The purchase of any HTH[®] product during the Competition period entitles a participant to enter the Competition.
7. Only entries received in a particular In-Store Competition Week will qualify as potential In-Store Weekly Winners for that specific In-store Competition Week, and only entries received in a particular Social Media Competition Week will qualify as potential Social Media Weekly Winners for that specific Social Media Competition Week.
8. Only entries that are fully compliant with these Terms and Conditions, as required, are eligible to be entered into the Competitions.
9. The Competitions are only open to natural persons, at least 18 years and older, who reside in South Africa. Participants must be in possession of a valid South African identity document or permanent residence permit or temporary residence permit valid for a period exceeding 3 (three) months for the Republic of South Africa and valid at the end date of the respective Competitions.
10. Participants must have a valid bank account with a South African Bank.
11. No person may on behalf of a third party enter the Competitions. All entries must be made personally by a participant.
12. Participants are only eligible for one prize in a particular In-Store Competition Week under the In-Store Competition. Participants are further eligible for only one prize in a particular Social Media Competition Week under the Social Media Competition.
13. Employees, directors and agents of HTH[®] and all participating stores, their immediate families, life partners, business partners and associates and any person directly involved with the sponsoring, devising, production, management or marketing of the Competitions are not eligible to participate in the Competitions.

Valid Entry

14. An entry into the In-Store Competition is not also an automatic entry into the Social Media Competition, and vice versa. Entrants who wish to enter both Competitions should enter each of the two Competitions separately.
15. In order to stand a chance of winning during a specific In-Store Competition Week;
 - 15.1. qualifying entrants must purchase any HTH[®] product from a participating retailer during the specific In-Store Competition Week (i.e. after 09h00 on a Monday and before 17h00 on a Sunday of the specific In-Store Competition Week);
 - 15.2. qualifying entrants must scan the QR code in-store or visit the HTH[®] website www.hth.co.za and enter during the specific In-Store Competition Week in which the HTH[®] product is purchased;
 - 15.3. qualifying entrants must follow the on-screen prompts and complete the requested inputs to provide, amongst others, the qualifying participant's name, surname, and contact details; and
 - 15.4. qualifying entrants will be required to submit a valid electronically produced, time and date stamped till slip from a participating retailer for the relevant competition month and dated prior to the respective draw date as proof of purchasing the HTH[®] product with the relevant barcode used for the entry.
16. In order to stand a chance of winning during a specific Social Media Competition Week;
 - 16.1. qualifying entrants must like and follow @HTHSA on the relevant social media platform (Instagram or Facebook) during the specific Social Media Competition Week;
 - 16.2. qualifying entrants must tag HTH[®] and add to your post the following hashtag #HTHCashsplash;
 - 16.3. the post content should showcase your best braai recipe or your fun at the braai photograph (or both). A summer fun at the pool photograph will additionally be required from week commencing November 16th 2020.
 - 16.4. qualifying entrants will be required to produce a valid electronically produced, time and date stamped till slip from a participating retailer for the relevant competition month and dated prior to the respective draw date as proof of purchase for the HTH[®] product with the relevant barcode used for the entry.
 - 16.5. qualifying entrants will ensure that the images or video submitted will not contain prohibited material or nudity that could be deemed as offensive. Entries displaying images/video that is deemed as sensitive or intimate in nature will automatically be disqualified;
 - 16.6. qualifying entrants will ensure that any persons who are visible in the image/video have consented to their image use as a competition entry; and
17. Qualifying entrants may enter the In-Store Competition for a specific In-Store Competition Week as many times as they like, provided a unique till slip reflecting the purchase of one or more HTH[®] products is used for each entry, i.e. only 1 (one) entry per till slip regardless of the number of HTH[®] products purchased, will be allowed. However, qualifying entrants may enter the Social Media Competition for a specific Social Media Competition Week as many times as they like, provided the till slip reflecting the purchase of one or more HTH[®] products during that particular Social Media Competition Week is retained for proof of purchase for each entry during that particular week.



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18. There are no additional charges for participating in the Competitions apart from the standard data costs to upload a valid entry, as explained in clause 15 and clause 16 above. Standard data costs apply as per the user's Service Provider and existing price plan for data usage.
19. HTH[®] shall not be liable for any costs incurred by the winners for entering the Competitions or in claiming any prizes, where applicable.
20. HTH[®] is not liable for failure of any technical elements relating to the Competitions that may result in an entry not being successfully submitted. Responsibility is therefore not accepted for entries that are lost, corrupted or delayed as a result of any network, hardware or software failure of any kind. Proof of submitting entry will not be accepted as proof of receipt.
21. Any costs or expenses which you may incur in connection with entering the Competitions or accepting, claiming or using any prize that you may win, other than those items specifically included in a prize, are for your own account. HTH[®] will not pay for or reimburse you for any costs or expenses which you incur in connection with your entry into the Competitions and/or your claiming, accepting and/or using any prize.

Prize draw

22. The In-Store Weekly Winners will be randomly selected after 17h00 on each Sunday of each of the twenty-one (21) specific In-Store Competition Draw Weeks, or soon thereafter, from all eligible entries for the particular In-Store Competition Week who meet all the requirements set out in these Terms and Conditions. The verified winners will be notified within two (2) working days after he/she has been selected and verified as a winner.
23. The Social Media Weekly Winners will be randomly selected within fourteen (14) working days after the specific Social Media Competition Week, or soon thereafter, from all eligible entries for the particular Social Media Competition Week who meet all the requirements set out in these Terms and Conditions. The verified winners will be notified within two (2) working days after he/she has been selected and verified as a winner. Shortlisted entrants contacted by the Facebook administrator via DM or tagging have 12 hours to respond to the administrator.

Winner Validation

24. All the information provided or related to these Competitions shall be managed, captured and approved by HTH[®].
25. HTH[®] will share personal details of the respective winners, such as name and contact number with a HTH[®] approved third party agency, Pump, who will notify the respective winners that they have won in the Competitions, and you hereby agree to such disclosure as is necessary to effect prize fulfilment.
26. HTH[®] and/or Pump will use reasonable efforts to contact the In-Store Weekly Winners telephonically on the contact details provided by the participants to participate in the In-Store Competition, and the Social Media Weekly Winners via direct message on the contact details provided by the participants to participate in the Social Media Competition.
27. It is the winner/s responsibility to ensure that the contact details supplied by them when entering the Competitions are complete and correct.
28. HTH[®] and/or Pump shall attempt to contact the winners for a period of 2 (two) normal working weekdays after their names have been drawn and verified as winners. The winners will be contacted during normal working hours, between 9 (nine) in the morning and 4 (four) in the afternoon. Winners will be advised of arrangements in respect of prizes at the time of contacting the winners, and winners will be required to provide HTH[®] and/or Pump with their banking details within a period of 2 (two) normal working weekdays after they have been contacted. Shortlisted entrants for the social media prize are required to provide their valid proof of purchase within 24 hours of being contacted by the Facebook administrator. If the proof of purchase is not received timeously they forfeit all rights to the prize. Once the proof of purchase is confirmed, winners will need to provide a valid delivery address within South Africa within 24 hours.
29. Should a participant not be available on the contact details provided during the timeframe stipulated above or rejects, forfeits or declines acceptance of the prize, that person's right to the prize will be deemed to have been waived and the prize will be forfeited. HTH[®] reserves the right to then award the prize to the next randomly drawn qualifying participant.
30. The winner must provide valid South African bank account details for deposit of the prize and verification thereof by means of a cancelled cheque or letter from the bank. No banking accounts outside of South Africa will be accepted for the deposit of the prize. Should a participant not provide the requested banking details in writing during the 2 (two) working weekdays timeframe stipulated above or rejects, forfeits or declines acceptance of the prize, that person's right to the prize will be deemed to have been waived and the prize will be forfeited. HTH[®] reserves the right to then award the prize to the next randomly drawn qualifying participant.



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31. The claim for any prize will be subject to security and validation, and HTH[®] reserves the right to withhold any prize until it is satisfied that the claim by a particular winner is valid. The selected winners must be able to identify themselves, in a manner determined by HTH[®], as the qualifying entrants to the Competitions and have to comply with the required validation procedure, determined by HTH[®], in order to claim any prizes, failing which such winner will forfeit the prize and the prize will be awarded to the next selected qualifying entrant.
32. Notwithstanding the fact that the prizes vest in the winners immediately upon the determination of the results, in the event that the required documentation from a particular winner has not been received at the agreed cut-off date communicated to the winner, or no effort is made on the part of any of the winners to make special arrangements to meet the deadline set by HTH[®], such prize will be forfeited. HTH[®] then reserves the right to award the prize to the qualifying finalist that is next in line.
33. The winners' name and location will be displayed on the HTH[®] Facebook and HTH[®] Instagram pages after a period of 2 (two) working days subsequent to being notified as winners, and receipt of their respective banking details.
34. HTH[®] shall request the winners' consent in writing to their image and/or likeness being used and published by HTH[®] in connection with the Competitions for a period of 12 (twelve) months after they have been announced as winners. The winners may decline the use of their image and/or likeness by HTH[®].

Prize Delivery

35. All in-store competition cash prizes will be paid out in cash to the winners' bank accounts. It will be the responsibility of the winner to provide all documentation required to transfer the cash prize into a South African bank account. The prize money will be paid within 3 weeks of winner/s announcements and subject to standard interbank transfer timelines if applicable and providing all documentation requirements are met. HTH[®] reserves the right to delay delivery of the prize beyond this timeframe should any unforeseen circumstances arise. It is the winners' responsibility to ensure that any information provided to us in connection with the competition is accurate, complete and up to date.
36. All social media prizes will be delivered to the supplied address. Time frames for delivery will be subject to stock availability and reasonable arrangements being made with the winner. The prizes will be delivered to a convenient daytime address (between 09h00 and 16h00) as supplied by the winner, subject to a courier service being able to deliver to the address.
37. The cash prize cannot be awarded to any person other than a winner. If selected and verified as a winner, a copy of the winner's South African identity document will be required as proof that the person is in fact the winner whose name was drawn. Bank account details in the name of the winner must be provided to electronically transfer the money into a South African bank account.
38. In order to effect arrangements required for the prize fulfilment in terms of this Competition, HTH[®] will share personal details of the respective winners, such as name and surname, contact number and physical address, with a HTH[®] approved third party agency, Pump, for distribution of the prizes, and the winner hereby agrees to such disclosure as is necessary to effect prize fulfilment.
39. No prize is transferable or exchangeable.
40. If a winner cannot accept a prize for any reason whatsoever, the prize will be awarded to the next selected qualifying entrant.
41. All risks and ownership of the prizes shall pass to the winners on transfer/delivery thereof and hence all of HTH[®]'s obligations in regard to the Competition as well as in regard to the prizes shall terminate.

Personal information

42. User data collected via the Competition will not be used for any other purpose than for execution of the Competitions, unless a willingness to receive marketing materials is received with the entry.
43. User data collected via entry for the Competitions will be stored for as long as it is legally required to and in accordance with HTH[®]'s Privacy Policy, hth.co.za.

General

44. 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 participant or the promoter in terms of the Consumer Protection Act, 68 of 2008 (“CPA”).



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45. HTH[®] does not make any representations or give any warranties, whether expressly or implicitly, in connection with any prize. In particular, but without limitation, HTH[®] make no representations and give no warranty that entry or participation in the Competitions will result in the entrant winning a prize.
46. The judges' decision on any aspect of the Competitions including the allocation of the prizes will be final and binding and no correspondence will be entered into.
47. In the event of a dispute in regard to any aspect of the Competitions and/or the Terms and Conditions, HTH[®]'s decision will be final and binding and no correspondence will be entered into.
48. HTH[®] may refuse to award a prize if entry procedures or these Terms and Conditions have not been adhered to, or if it detects any irregularities or fraudulent practices. HTH[®] is entitled in its entire discretion to reject any participant for any reason and will not be obliged to notify participants that they are rejected.
49. HTH[®] and/or any other person or party associated with the Competitions, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competitions, shall not be liable whatsoever for any loss or damage incurred or suffered (including but not limited to direct or indirect or consequential loss), death or personal injury suffered or sustained arising from either participation in the Competitions or from claiming the prize.
50. HTH[®] and/or any other person or party associated with the Competitions, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competitions, are not liable for any technical failures affecting participation and/or prize redemption process of the Competitions. In addition, neither HTH[®] nor its agents shall be responsible for any loss or misdirected entries, including entries that were not received due to any failure of hardware, software, or other computer or technical systems affecting participating in and/or the prize redemption process of the Competitions.
51. HTH[®], its directors, employees, and/or any other person or party associated with the Competitions, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competitions, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties, guarantees or undertakings given by any person other than HTH[®] itself.
52. If HTH[®] is required by law to alter or cancel any aspect of the Competitions or to terminate it as a result of changes in legislation, or for any reason whatsoever, it will have the right to terminate the Competitions being offered, with immediate effect and without notice. In such event all entrants hereby waive any rights which they may have against HTH[®] and its associated companies, agents, contractors and/or sponsors.
53. All information relating to the Competitions which is published on any marketing material will form part of these Terms and Conditions. In the event of any conflict between such marketing material and these Terms and Conditions, these Terms and Conditions shall prevail.
54. Any queries in respect of the Competitions, and a copy of the rules of the Competitions, can be found at www.hth.co.za as well as the notes section on HTH[®] SA Facebook profile, or by calling the consumer services division on 0860 111 111 between 8h00 and 16h00, throughout the period of the Competitions.

