

# TERMS & CONDITIONS OF CONLOG 'SCAN AND YOU COULD WIN' COMPETITION.

## 1. 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. **"Promotion"** or **"Competition"** means the "Scan and You Could Win" promotion starting on 24 August 2023 and ending at midnight on 30 November 2023, organised by the Promoter.
- 1.2. **"Promotion Period"** means 24 August 2023 up to and including 30 November 2023.
- 1.3. **"Participant"** means a person who enters the Promotion.
- 1.4. **"Promoter"** means Conlog PTY LTD (**Registration Number 1982/011895/07**) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
- 1.5. **"Prize(s)"** means the prizes that can be won in this Promotion, as described in clause 4 below.

## 2. Application of Terms and Conditions

By entering the Promotion, the Participant agrees to be bound by these terms and conditions, which the Participant acknowledges to have read and understood.

## 3. Entry Requirements

- 3.1. In order to be eligible for participation in this Promotion, a person must:
  - 3.1.1. be a South African citizen or permanent resident over the age of 18 (eighteen);
  - 3.1.2. successfully enter the Promotion in accordance with the entry mechanism set out in clause 3.3; and
  - 3.1.3. adhere to the terms and conditions that apply to this Promotion.
- 3.2. Participants may only enter this Promotion in the Republic of South Africa.
- 3.3. To enter the Promotion, Participants must:
  - 3.3.1. Scan the QR Code featured on Conlog Direct press advertising within the Promotion Period stated in 1.2 above; then complete and submit the form found on the home page of the Conlog website at [www.conlog.com](http://www.conlog.com), to which the aforementioned QR code shall direct the participant.
- 3.4. Visit the Conlog website at [www.conlog.com](http://www.conlog.com) with Promotion Period stated in 1.2 above; and complete and submit the form found on the home page.
- 3.5. Entries are unlimited. A completed and submitted entry form is considered 1 (one) valid entry.
- 3.6. Entries received through any medium other than as stipulated above shall not be considered.
- 3.7. No entries submitted on behalf of a third party will be accepted.
- 3.8. Only entries received within the Promotion Period will qualify and entries received outside such period will not be considered.

## 4. Prizes and Award Terms

- 4.1. 17 (Seventeen) Winners will be randomly drawn during the Promotion Period from all qualifying entries.
- 4.2. Each winner will receive a BEC21 Conlog Subletting smart meter.
- 4.3. Winners will be required to provide their names, ID number, contact details, a copy of their ID and a finalist form and to sign an acknowledgement of receipt of the prize.
- 4.4. Participants will be notified telephonically when they have won a Prize. Winners' names will be available upon request in writing to the Promoter.
- 4.5. In the event that a winner cannot be successfully contacted within 24 hours of the final decision or is unable, for any reason whatsoever, to accept the prize, such winner will forfeit their prize. The Promoter reserves the right to select a replacement winner through a random draw from the remaining qualifying participants in the draw in accordance with the same process and procedures as applicable to the original draw.

4.6. A winner will not be entitled to win more than 1 (one) Prize in this Promotion.

4.7. Prizes cannot be exchanged for cash. The Promoter reserves the right to substitute a Prize with another prize of equivalent value or nature.

## 5. Use of Personal Information

- 5.1. The Promoter may process and use the Participant's personal information for purposes relating to the Promotion.
- 5.2. A Participant may ask the Promoter at any time during the Promotion Period to correct or confirm any personal information if it is wrong or out of date.
- 5.3. Each Participant warrants that they have the authority to allow the Promoter to use their personal information for purposes of the Promotion, including providing such personal information to third parties for the purpose of providing Prizes to a winner.
- 5.4. By entering this Promotion, the Participant acknowledges and agrees that any photographs taken of them in relation to this Promotion will become the property of the Promoter. The Participant acknowledges that the Promoter may use such photographs in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for the use of the photograph. Participants shall be entitled to advise the Promoter in writing where they do not wish for their photographs or videos to be used in marketing campaigns by the Promoter.

## 6. Warranties and Indemnities

- 6.1. The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and each Participant hereby indemnifies and holds 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 Promotion or receiving or using any Prize.
- 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, riot, civil commotion, lockout, fire, accident, pandemic, epidemic or any circumstances of whatever nature arising or action taken beyond or outside the reasonable control of the Promoter preventing it from performance (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.

## 8. General

- 8.1. The Promoter may in its sole and absolute discretion amend or update these terms and conditions at any time, by publishing the revised terms and conditions on its website.
- 8.2. The following persons may not enter the Promotion or be eligible to win any of the prizes:
  - 8.2.1. any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated with the Promoter; or
  - 8.2.2. a supplier of goods or services in connection with the Promotion.
- 8.3. The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

**TERMS & CONDITIONS OF CONLOG  
'SCAN AND YOU COULD WIN' COMPETITION.**

- 8.4. The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions or if the Promoter determines that the Participant has attempted to manipulate the outcome of the Promotion.
- 8.5. The Promoter may disqualify an entry if, in the Promoter's sole and absolute opinion, it contains any content which is obscene, vulgar, harassing, unlawful, illegal, harmful, inflammatory, hateful or otherwise objectionable or infringes the rights of any third party in subject matter or wording, or which is otherwise unsuitable for publication.
- 8.6. In the event of a dispute regarding any aspect of the Promotion and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 8.7. In the event of a dispute regarding a winner chosen in accordance with these terms and conditions, 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.
- 8.8. The Promoter reserves the right to cancel, suspend, amend or terminate the Promotion or extend the Promotion Period at any time and without notice to the Participants.
- 8.9. The Promoter will never ask you to provide banking details in order to take part in a Promotion or Competition.
- 8.10. All enquiries regarding the Promotion should be sent to the Promoter at [info@conlog.com](mailto:info@conlog.com) or **031 268 1227** (SA only).