

## **TERMS AND CONDITIONS**

### **Tecno x Mobile Store Giveaway ("Competition")**

#### **1. INTERPRETATION**

1.1. In these Competition Rules, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

1.1.1. **"Competition"** means the **"Tecno x Mobile Store Giveaway"** undertaken or conducted by the Organiser as detailed in these Terms and Conditions;

1.1.2. **"Competition Landing Page(s)"** means the URL pages described below, in terms of which Competition Participants may gain entry into the Competition -

1.1.2.1. Facebook, - <https://www.facebook.com/mobilestoresouthafrica>

1.1.2.2. Instagram - <https://www.instagram.com/mobilestoresa/>

1.1.2.3. Twitter - <https://x.com/MobileStoreSA>

1.1.3. **"Competition Period"** means the fixed duration of the Competition which shall commence on 1 September 2025 enduring until 15 September 2025, both days inclusive;

1.1.4. **"Competition Post"** means the social media posts that relate to the Competition to which Competition Participants are required to interact, as posted by the Organisers on the Competition Landing Page(s), and in respect of which the Entry Post will be monitored. Applicable to the Competition Post is the hashtags #TecnoXMobile #ContentCreatorKit, which Competition Participants are to use.

1.1.5. **"Competition Prize"** means the prize as set out in clause 4;

1.1.6. **"Customer(s)"** means any natural person(s) with whom the Organisers have concluded an agreement, as well as any Competition Participants who participate in the Competition;

1.1.7. **"Data Subject"** shall have the same meaning as is given in section 1 of POPIA and specifically related to any Customer(s), Participants or Third Parties whose Personal Information is being Processed by the Organiser;

1.1.8. **"Personal Information"** shall have the same meaning as is given in section 1 of POPIA;

1.1.9. **"POPIA"** means the Protection of Personal Information Act No 4 of 2013;

1.1.10. **"Processing, Process or Processed"** means any operation or activity or any set of operations, whether by automatic means, concerning Personal Information including:

1.1.10.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

1.1.10.2. dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or

1.1.10.3. merging, linking, blocking, degradation, erasure or destruction. For the purposes of this definition, "Process" has a corresponding meaning.

1.1.11. **"Services"** means the various consumer marketing services provided by the Organisers to its Customer(s); and

1.1.12. **"Third-Party"** means any third party which provides Services as contemplated herein above.

## 2. INTRODUCTION

- 2.1. The Competition is organised and managed by **Comit Technologies (Proprietary) Limited** being a private company duly incorporated in accordance with the laws of the Republic of South Africa with registration number 2011/005082/07 and with registered office at Quadrant 4 Centenary Building, 30 Meridian Drive, Umhlanga, 4319 including affiliates and subsidiaries (collectively referred to as the **"Organiser(s)"**).
- 2.2. The Organisers have put into effect this Competition, in terms of which you (being a **"Competition Participant(s)"**) are required, during the Competition Period, to enter the Competition by complying with the entry requirements at clause 3 - which will give you an entry into a random draw to stand a chance to win the Competition Prize
- 2.3. The Competition is open for entry by all South African residents of 18 years and older with a valid South African identity document or Smart Card.
- 2.4. The Competition Period is for a fixed duration (1<sup>st</sup> September **2025 to 15<sup>th</sup> September 2025 (both days inclusive)**. Any entries received after the closing date will automatically be disqualified and not be considered for the Competition.
- 2.5. Any employee, trainee, director and/or agent of the Organisers, along with any of its partners, their immediate families, life and/or business partners and associates, as well as any person directly involved in the sponsoring, devising, production, management, or marketing of this Competition, are ineligible to participate in this Competition.
- 2.6. Legal entities are forbidden from participating in this Competition. Entries received from business accounts held by legal persons are excluded from participating and winning any Competition Prizes.
- 2.7. This Competition will be executed in the Republic of South Africa.
- 2.8. By entering the Competition, all Competition Participants agree to be bound by these Terms and Conditions, which will be interpreted by the Organisers, and the **Organisers' decision regarding any issue or dispute will be final and binding and no correspondence will be entered into.**

## 3. COMPETITION ENTRY AND ELIGIBILITY

- 3.1. To participate in the Competition, Competition Participants must comply with the following Entry Requirements during the Competition Period:
  - 3.1.1. Entry Submission: Competition Participants must see the post on social media, click the link, fill in details and tell us which Tecno device they would love to have.
  - 3.1.2. Follow: Competition Participants must follow the Organiser's official social media accounts on each Competition Landing Page(s) where they submit their entry.
  - 3.1.3. Subscribe: Competition Participants must subscribe to the Organiser's newsletter.

- 3.2. A Competition Participant's fulfilment of all specified Entry Requirements shall grant such Competition Participant **one entry** into the Competition. Competition Participants are allowed to submit multiple entries if they wish.
- 3.3. Any non-compliance with the Entry Requirements as set out above in clause 3.1 or misinformation supplied and/or found to have been supplied by any Competition Participant renders the Competition Participant ineligible to enter the Competition and as such the Competition Participant will be automatically disqualified from the Competition.

#### **4. COMPETITION PRIZE**

- 4.1. Compliance with the Competition Entry and Eligibility, specifically the Entry Requirements stipulated in clause 3 will give the Competition Participant an opportunity to stand a chance to win 1 **(One)**:
- 4.1.1. **Content Creator Kit**
- 4.2. The Organisers will select 1 (one winner of the Competition ("**Competition Winner**") using Google's random number generator on or after the 15th. **For the sake of clarity, there will be only 1 (one) Competition Winner**, with 2 (two) runner-up alternatives.
- 4.3. The Competition Winner is only eligible to win the specified Competition Prize.
- 4.4. The Organisers shall not be liable for any manufacturing faults, recalls, damage or loss of or to any Competition Prize once handed over to the Competition Winner.
- 4.5. The Competition Prize(s) are not exchangeable for cash and will not be transferable or negotiable.
- 4.6. The Organisers reserve the right to substitute the Competition Prize for an alternative gift of equal or greater value should the Competition Prize not be available for whatsoever reason.
- 4.7. The Organisers will not be liable for any incidental costs and/or expenses which the Competition Participant may incur as a result of claiming and/or utilizing the Competition Prize.

#### **5. SPECIFIC TERMS AND CONDITIONS**

- 5.1. The chosen Competition Winner(s) must have complied with these Terms and Conditions to be deemed eligible to claim the Competition Prize(s)
- 5.2. The Competition Participant will be liable for any loss or damage incurred by the Organisers directly or indirectly as a result the Competition Participant's non-compliance with these Terms and Conditions.
- 5.3. The chosen Competition Winner(s) must be able to verify their identity in a manner determined by the Organisers as sufficient and suitable.
- 5.4. The Competition Winner(s) will have to comply with the validation procedure required to claim the Competition Prize(s).
- 5.5. The Organisers' decision on any aspect of the Competition, including the way it allocates the Competition Prize(s), will be final and binding.
- 5.6. The Organisers impose no additional charges for participating in the Competition.

- 5.7. All risks and ownership of the Competition Prize shall pass to the Competition Winner on transfer/delivery thereof and hence all of the Organisers' obligations regarding the Competition shall terminate.
- 5.8. The Organisers will contact the Competition Winner(s) on or before 15<sup>th</sup> 2025 via telephone and/or social media to notify them that they are the Competition Winners.
- 5.9. Notwithstanding the fact the Competition Prize vests on the Competition Winners immediately upon the determination of the results, any Competition Prize that remains unclaimed/ undeliverable after a month of transfer or no reasonable effort is made on the part of the Competition Winners to claim the Competition Prize despite having been advised of the results of the Competition will be forfeited.
- 5.10. All risks and ownership of the Competition Prizes shall pass to the successful Competition Winner on transfer/delivery thereof and all the Organisers' obligations in regard to the Competition as well as in regard to the Competition Prizes shall terminate. The Organisers will not be held liable for any incorrect full name, mobile number and/or email address provided by the Competition Winner.

## 6. GENERAL TERMS AND CONDITIONS

- 6.1. This Competition is only valid for the duration of the Competition Period specified in these Terms and Conditions.
- 6.2. The Organisers will use reasonable efforts to contact the Competition Winners telephonically on the contact details via social media. The Organisers shall attempt to contact the Competition Winners twice a day for a period of 2 (two) working days after he/she has been verified as a Competition Winner.
- 6.3. Should a Competition Participant not be available on the contact number during the timeframe stipulated in clause 6.2 or reject, forfeit or decline acceptance of the Competition Prize, that person's right to the Competition Prize will be deemed to have been waived and the Competition Prize will be forfeited. The Organisers reserve the right to then award the Competition Prize to the next selected entrant following the same process as set out in clause 3.
- 6.4. The Organisers shall not be liable for any technical failures affecting participation in the Competition.
- 6.5. The claim for the Competition Prize will be subject to security and validation (to confirm that these terms and conditions of the Competition have been complied with), failing which the Competition Winners will forfeit the Competition Prize and the Competition Prize will be awarded to the next selected qualifying entrant as determined in clause 3.
- 6.6. If a Competition Winner cannot accept the Competition Prize for any reason whatsoever, the Competition Prize will be awarded to the next selected qualifying entrant.
- 6.7. The Organisers reserve the right to withhold any Competition Prize until satisfied that the claim by the Competition Winner is valid.
- 6.8. ***The Organisers shall request the Competition Winner(s) consent in writing to their image and/or likeness being used and published by the Organisers in connection with the Competition for a period of 12 (twelve) months after they have been announced as the Competition Winners. The Competition Winners may decline the use of his/her image and/or likeness by the Organisers.***
- 6.9. The Organisers reserve the right to amend the rules and/or terminate this Competition immediately at any stage, whether required because of changes in legislation, or if required by any national, state or state authority, or within the sole discretion of the Organisers for any reason (recognized in law). Notice of such termination shall be provided to you by email. In such event, all Competition Participants waive any rights that they may have/purport to have in terms of this Competition and acknowledge that they will have no recourse against the Organisers whatsoever.

- 6.10. Neither the Organisers, nor any other person or party associated with the Competition, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competition, shall 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 Competition or from claiming the Competition Prizes or after claiming the Competition Prizes.
- 6.11. The Organisers reserve the right to extend, reasonably shorten or suspend the period of the Competition for technical or commercial or operational reasons or for the greater public good or due to a “force majeure” event or generally for any reason whatsoever within its sole discretion, on condition that it notifies the Competition Participants in a manner that is expedient according to its best ability.
- 6.12. All Competition Participants indemnify the Organisers, its associated and subsidiary companies, and its directors, officers, and employees, against all claims for any loss or damages, whether direct, indirect, consequential, or otherwise, arising from any cause whatsoever from their participation in any way whatsoever in this Competition.
- 6.13. All information relating to the Competition 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.

## **7. PERSONAL INFORMATION AND PRIVACY**

- 7.1. Competition Participants indemnify the Organisers from any unintentional disclosures of such information to unauthorized persons.
- 7.2. Personal Information collected via the entry for this Competition will be stored for as long as the Organisers are legally required to and in accordance with the Organisers’ Privacy Statement (“**Privacy Statement**”).  
[https://policies.ignitiongroup.co.za/uploads/Data\\_Privacy\\_Statement\\_6db0863242.pdf](https://policies.ignitiongroup.co.za/uploads/Data_Privacy_Statement_6db0863242.pdf)
- 7.3. Should the Organisers find no legal justification to store and use the collected Personal Information it will only be disposed of in the manner stipulated in the Privacy Statement. Should you believe that the Organisers have utilized your Personal Information contrary to the above and in contravention of data protection laws, you agree to first resolve any concerns with the Organisers.
- 7.4. **The Competition Participants, by entering the Competition, expressly consents to his/her Personal Information to be Processed for the following purposes:**
- 7.4.1. **For the Organisers to onboard the Competition Participant(s) as a Customer(s) as contemplated in terms of these Terms and Conditions, and specifically in terms of the provisions of section 69(3) of POPIA;**
- 7.4.2. **To share the Competition Participant’s Personal Information with the Organisers’ Customer(s), employees, contractors, agents or affiliates for the purpose of undertaking this Competition;**
- 7.4.3. **To provide or manage any information and Services requested by the Competition Participant in general and in his/her capacity as a Customer of the Organisers;**
- 7.4.4. **To establish a Competition Participant’s needs, wants and preferences in relation to the Services provided by the Organisers or any other Third Party or Customer(s) with whom the Organisers share the Competition Participant’s Personal Information;**
- 7.4.5. **To facilitate the delivery of the Services and/or Third Party Services to the Competition Participants in their capacity as Customer(s) and/or Data Subjects in general;**
- 7.4.6. **To allocate unique identifiers to Competition Participants for the purpose of securely storing, retaining and recalling their Personal Information from time to time;**

- 7.4.7. **To maintain records of Competition Participant's for research and statistical purposes;**
- 7.4.8. **To transact with Third Parties;**
- 7.4.9. **To transfer Personal Information/Personal Data to any Third Party and/or Customer(s) in order to enable the Organisers to market their products and/or Services to Competition Participants;**
- 7.4.10. **To transfer Personal Information to any affiliate(s) so as to enable the Organisers and its Customer(s) to make use of the Services provided by the relevant affiliate(s) and in turn enable the delivery of the Services and/or Third-Party Services to Competition Participants who are considered to be Customers of the Organisers;**
- 7.4.11. **To transfer Personal Information across the borders of South Africa to other jurisdictions;**
- 7.4.12. **To carry out analysis and profiling of the Competition Participant; and**
- 7.4.13. **To identify other products and Services which might be of interest to the Competition Participant and the Organisers' Customer(s) and Data Subjects in general, as well as to inform them of any Third-Party products and Services**
- 7.5. **The Organisers may from time to time Process Personal Information by making use of automated means (without deploying any human intervention in the decision-making process) to make decisions about the Data Subject or their application. In this instance it is specifically recorded that the Data Subject may object to or query the outcomes of such a decision.**
- 7.6. **In the event that any Participant wishes to object to the Processing of his or her Personal Information/Personal Data, which right the Participant is at all times entitled to exercise, the Participant must please direct such a request to the Organiser at the following email address DataPrivacy@Ignitiongroup.co.za**