

ELLIES UPS AND SOLAR PROMOTION COMPETITION RULES

General Terms and Conditions

1. Promoters:

The Promoter is Ellies Holdings Limited (Company registration number: 2007/007084/06), the owner of the brand “Ellies”, whose registered office is at Brooklyn Place, 3 Centex Close, Kramerville, Sandton, 2196
PO Box 57076 Springfield 2137
Tel: +27 11 490 3800
Email: solarinstall@ellies.co.za

2. Who may enter:

2.1 Entry into this competition is valid after completion of the steps listed in clause 6.1 and open only to you if you are a permanent resident and citizen of South Africa, are over the age of 18 years, in possession of a valid South African Identity Document (“natural person”) and a valid and up to date COC (Certificate of Compliance) and excludes any employee, director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by the Promoter/s and/or immediate family members of any employee, director, member, partner, agent or consultant of or person indirectly or directly in control or controlled by the Promoter/s, their advertising agencies, advisers, dealers, suppliers, its affiliates and/or associated companies.

2.2 The prize will only be awarded:

- 2.2.1 to a natural person as stipulated in these rules and will not be awarded to any legal entity;
- 2.2.2 if it is not unlawful to supply the prize to a person in terms of any legislation or public regulation and the Promoter/s reserve the right to require proof that it will not be unlawful to supply a prize (for example to request the winner of a TV to provide his/her TV license to the Promoter/s before they can hand over the prize).

3. Agreement and amendments to these terms and conditions

- 3.1 By entering this competition, you agree to be bound by these rules which will be interpreted by the Promoter/s, whose decision regarding any dispute will be final and binding.
- 3.2 The Promoter/s reserve the right to amend, modify, change, postpone, suspend or cancel this competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.

4. Competition Period

This competition commences on **19 July 2023** and ends on **31 August 2023** (both days inclusive).

5. Prize/s

5.1 The Prize/s is/are:

A 50" Smart TV. Delivery or pickup of the prize will be arranged after the winner has been verified and have proof of a valid TV licence.

5.2 You agree and understand that you stand a chance to win a prize only and that there is no guarantee that you will receive a prize.

5.3 The Prize/s is/are not transferable by you and may not be deferred, changed or exchanged for cash or any other item.

5.4 The Promoter/s reserve the right to substitute the Prize with any other gift of comparable commercial value.

5.5 Although the Promoter/s have taken care to make sure that the prize/s is/are of a good quality, they do not give any warranties about the prize/s and you agree to accept the prize/s "as is". Subject to applicable law, you also indemnify the Promoter/s against any damages that anyone may suffer as a result of the prize/s or this competition, including consequential and economic loss.

5.6 Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. The Promoter's and its affiliates, will not be responsible for any other expenses which the winner may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not.

5.7 To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner will be liable therefore, and the Promoter/s will not increase the value of the prize/s to compensate for such charges.

5.8 The value of the prize includes VAT, and the prize will be given to the winner at the market related price which is available to any customer on the day that they are rung up at the till.

6. How to enter:

6.1 Based on the current promotion running, a participant can purchase either an Ellies 5kW UPS System and/or an Ellies 5kW Hybrid Solar System and/or any of the other leading brands supplied by Ellies. Upon their purchase they need to keep the proof of payment and email a photo of the invoice or slip to solarinstall@ellies.co.za with their name and details. Once the promoter receives your entry you will receive a reply confirmation email confirming receipt of your entry.

6.2 Participants are allowed to enter as many times as they choose to, each purchase counts as a new entry.

7. Winner:

7.1 There will be one winner randomly drawn from all qualifying entries

7.2 The winner will be randomly selected from eligible entrants for the relevant competition period, no later than three (3) months after the closing date of the competition or such later date as is possible for the Promoters.

7.3 The selected and approved winner will be contacted directly by the Ellies team and will also be announced by **Friday 08 September 2023**.

7.4 The winner's name, will be published on social media. The winner may also be required to have their image published and/or to participate in marketing activities, but the winner may refuse either of these if they so choose.

8. Accuracy of information

8.1 It is your responsibility to ensure that of all information provided by or on behalf of you to Ellies as a representative of the Promoter is accurate, complete and up-to-date at all times.

8.2 Ellies will notify a winner of the prize by contacting the winner using the contact details supplied to it by or on behalf of the winner. Where the Promoter cannot reach a winner in a reasonable time (not exceeding five working days) at the details supplied by them, they will be excused and legally relieved of the duty to provide such notification and may at its discretion re-draw a new winner.

9. Delivery or collection of the Prize

9.1 The winner of the prize will be contacted to arrange delivery or pickup of the prize within one month (1) months of being notified, failing which they will forfeit the prizes, and in which event, Ellies reserves the right to re-draw a new winner.

9.2 Ellies accepts no liability for any further and or additional costs and/or expenses in relation to the delivery of the prize, and the winner indemnifies Ellies, its Directors, employees, shareholders and agents against any claim of whatsoever nature howsoever arising.

10. Disputes

In the event of a dispute, the decision of the competition judges is final and binding and no correspondence will be entered into.

11. Rejection or Forfeiture of Prize

If the winner fail/s to comply with any of these rules or the terms of acceptance of the prizes, or if they refuse to sign the Promoter/s winner declaration or the Promoter/s winner prize acceptance form, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which the Promoter/s may have, the winner will be automatically disqualified and will forfeit the prize.

12. Winner Rules

The winner will forfeit their prize in the event that he/she fails to comply with the Promoter/s requirements within the time period provided to you by the Promoter in order for the Promoter to process the prize.