

Terms & Conditions: Christmas Wishlist Competition

These are the standard terms and conditions for competitions conducted or organised by or in association with Kansai Plascon.

Your entry into the competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons).

The Organiser is Kansai Plascon (Pty) Ltd, 10 Frederick Cooper Drive, Factoria, Krugersdorp, South Africa.

No persons under the age of 18 years of age may enter.

This promotion is open to residents of the Republic of South Africa aged 18 years and above who are in possession of a valid identity document ("the participants") and excludes employees and families of employees of Kansai Plascon (Pty) Ltd, their advertising agents, sales agents, promotional agents or any other person connected with or involved in the organizing and running of this promotion.

To enter and qualify, participants must comment on Instagram or Facebook telling us what room they want to get made over and stand a chance to win three 20-litre paint cans. Plus, a free consultation from one of our experts.

The random winner of the paints will be announced on 15 December 2023. The winners will be contacted by means of telephone or email address provided.

You may not participate in or win a competition if you have won a competition organised by Kansai Plascon within the past eight months. You will be eligible to participate in a competition organised by Kansai Plascon after the expiry of eight months after the date on which you won the last competition.

Multiple entries are permitted, provided that each entry is submitted separately, and is in no way similar in content or copy to a previous submission, and is in accordance with entry requirements.

The promotion will commence on the 27 November 2023 and end on the 15th December 2023.

The winners may be contacted via digital channels, and subject to the granting of permission by the winner, his/her name may appear on social media as a winner.

All prizes are awarded at the discretion of the Organiser. The Organiser reserves the right, at its own discretion, to substitute a prize with any other prize of comparable commercial value. The Organiser will not be liable for any latent defects in any prizes awarded.

In the event that you win a prize provided by a third party supplier, the supplier will contact you to arrange the collection thereof. In this regard, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed at the supplier of the prize. The Organiser will not be responsible or entertain any further correspondence in relation to harm, damage, loss or any claim relating to the provision of any element of the prize.

The Organiser and its third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the competition and any prizes or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variations, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against the Organiser, its affiliates and third party suppliers.

You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.

The judges' decision is final and no correspondence will be entered into.

Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item. In the event that the award of the prize is subject to any bank charges and/or has any tax implications and or any other cost then the organizer reserves the right to adjust such prize to accommodate such charges and costs alternatively, in the sole discretion of the organizer, such charges and or costs shall be for the account of the winner.

Incomplete and incorrect entries will not be considered for a draw. Participants and winners absolve the Organiser, its advertising agencies, advisers and suppliers from liability for all claims howsoever arising from willful misconduct or negligent acts or omission on the part of any such person.

The Organiser will not offer and shall not be liable to make payment of any monies to any person entering the promotion, other than to the prize winner in accordance with these terms and conditions.

The Organiser will not be responsible or liable for any non-delivery of entries.

The Organiser shall not be liable for any reason, should it be unable to contact the participant for a period longer than 7 (seven) business days and no prior arrangements (for example, alternative contact details) have been made by the winner. The Organiser may in its sole discretion determine that the participant forfeits the prize and the Organiser has the discretionary right to conduct a new draw from the eligible entries.

The Organiser will not be liable for any delays in delivery of the prize.

Prizes are not transferable and/or negotiable. Notification of the identity of the winner will be kept confidential until the winner's identity is publicly revealed by the Organiser. The Organiser reserves the right to carry out reasonable due diligence to confirm the eligibility of the participant in order to ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Organiser or any of the Organiser brands into public disrepute, contempt, scandal, ridicule or reflect unfavourably on the Promotion, as determined by the Organiser in its sole discretion.

At the Organiser's request, prize winners may participate in all promotional activities organised by the Organiser (such as publicity and photography) surrounding the winning of the prize, free of charge, and the prize winner may consent to the Organiser making use of his/her name, likeness, image and/or voice (including without limitation photographs, film and/or recordings) in promotional material or in any media for an unlimited period and without remuneration for the purpose of promoting this promotion (including any outcome), and for promoting any products manufactured, distributed and/or supplied by the Organiser.

Winner's details may be posted onto the Organiser's website www.plascon.com and Plascon's social media pages.

The winner/winners shall in all circumstances have a choice as to whether they wish to participate in any promotional/market activities and shall further have a choice as to whether to decline to permit the use of his/her image in any promotional/marketing activities.

By participating in this competition, the Participant hereby authorises the Organiser to Process the Participants Confidential Information and/or Personal Information of the Participant which the Participant discloses to the Organiser from time to time during the term of this competition and for the purposes of this competition (Permitted Purpose); and other than for the Permitted Purpose, the Organiser hereby agrees and undertakes to and in favour of the Participant that the Organiser shall: keep the Participant's Personal Information confidential and not disclose, transfer or sell such information to any third party unrelated to the competition for any purpose;

comply with the PoPI Act and all and any other privacy and/or data protection laws and regulations that are applicable to the Participant's Personal Information and/or the Organiser in any jurisdiction; Process all of the Participant's Personal Information only insofar as necessary or required for the Permitted Purpose and as permitted or required by the PoPI Act;

comply with the security and data protection obligations equivalent to those imposed on the Organiser by the PoPI Act, including taking, implementing and maintaining all such appropriate technical, physical and organisational security procedures and measures as are necessary, required or appropriate to: (i) preserve or the security and confidentiality of the Participant's Personal Information in the Organiser's possession, and (ii) protect against unauthorised or unlawful disclosure, access or Processing, accidental loss, destruction or damage;

the Organiser may disclose the Participant's Confidential Information or Personal Information to the Organiser's Personnel and/or Professional Advisors, provided that:

such disclosure is reasonably necessary or required for and in connection with the Permitted Purpose, and then only to the extent that is contemplated in, limited to and specific to the Permitted Purpose; and

promptly inform the Participant of any actual or suspected security incident involving the Participant's Personal Information.

By entering this promotion, the participant accepts the full terms and conditions of this promotion and agrees to abide by these terms and conditions issued by The Organiser with regard to the promotion.

Participation in this promotion and subsequent use of the prize is at OWN RISK and participants and prize winners hereby indemnify and hold harmless the Organiser, its employees, agents, organisers of this promotion, advertising agencies, advisers and any other related parties, against all claims, losses and liability whether direct or indirect incurred by any participant arising from or in connection with this promotion, including without limitation, personal injuries, death and property damage and claims based on publicity rights, defamation or invasion of privacy, howsoever arising.

The Organiser reserves the right to amend or withdraw this promotion in whole or in part, at any stage temporarily or permanently, without prior notice or compensation. In the event of any such amendment or withdrawal, all participants hereby agree to waive any rights they may have in terms of this promotion and acknowledge that they have no recourse against the Organiser, its agents and/or related parties involved in the running of this promotion.

This promotion is governed by the laws of the Republic of South Africa and is subject to the exclusive jurisdiction of the South African courts.

Terms and Conditions including information relating to prizes can be found at www.plascon.com for assistance or enquiries relating to the promotion, please call our helpline on 0860 204060