

PROMOTION RULES

Promotion rules of Canal Walk Shopping Centre in the ‘Park & Pay with Zapper – Pay 4 times, get your 5th visit free’ parking promotion campaign (October 2020 - March 2021).

This promotion is undertaken by Hyprop Investments Limited (registration number: 1987/05284/06), Ellerine Bros (Pty) Ltd (registration number: 1960/001074/07 and Canal Walk Shopping Centre (“Promoter”). These rules are the official rules of the promotion (“Promotion Rules”). The Promotion Rules will govern and apply to this promotion. Please take note of and review these Promotion Rules. By your participation in the promotion, you agree that these Promotion Rules will govern all aspects of your relationship with the promotion, the agents or advisors connected to the promotion and the Promoter. The Promotion Rules can only be modified or amended by the Promoter (in its reasonable discretion) in a written revision of these rules posted on the Canal Walk Shopping Centre’s website or by way of any other official promotion communication procedures in order to reach as wide a participating audience as is reasonably possible in the circumstances.

1. Eligibility, Participation and Running Dates

- 1.1 The promotion is organised and undertaken by the Promoter.
- 1.2 The promotion will run from 1 October 2020 to 31 March 2021. The closing time and date for this promotion is 11:59pm on 31 March 2021. No late transactions will be accepted.
- 1.3 This promotion is only open to people who visit Canal Walk Shopping Centre, have/create a valid Zapper account and make use of Zapper to pay for parking when visiting Canal Walk Shopping Centre.
- 1.4 To make use of the promotion participants must visit Canal Walk Shopping Centre four times with in the promotion running dates and make use of Zapper to pay for their parking at Canal Walk Shopping Centre, using the same Zapper account, to receive one free complimentary parking voucher for their fifth visit. The complimentary parking voucher will be valid for 30 days once the fourth transaction is complete and the voucher is issued.
- 1.5 Participants are not limited to the number of times that they may make use of the promotion during the promotion running dates.
- 1.6 The Promoter does not accept any responsibility for any transactions that are unsuccessful, lost or delayed.
- 1.7 Only transactions that are displayed on the Promoter and Zapper’s records will be deemed to be the only successful transactions in this promotion.
- 1.8 A copy of the Promotion Rules is available upon request via email, on the Canal Walk Shopping Centre website, housed on the Parking & Security page (<https://canalwalk.co.za/facilities-services/parking-and-security/zapper>).

2. Complimentary Parking Voucher

- 2.1 The complimentary parking voucher consists of a single-exit use voucher that will be valid for 30 days once issued. After 30 day, if the voucher is not redeemed, the voucher will expire and the participant will forfeit the voucher.
- 2.2 The complimentary parking voucher will be automatically loaded to the participant’s Zapper account on the app, once the participant successfully pays for their fourth visit.
- 2.3 No complimentary parking vouchers will be issued after the 31 March 2021.
- 2.4 To redeem the complimentary parking voucher participants must select the complimentary parking voucher in the Zapper app when checking out upon leaving on their fifth visit.
- 2.4 The complimentary parking voucher will be valid at Canal Walk Shopping Centre only.
- 2.5 The complimentary parking voucher is not transferable, cannot be exchanged for cash.
- 2.6 The Promoter reserves the right to substitute the complimentary parking voucher of equal or greater value if the complimentary parking voucher is unavailable.
- 2.7 The Promoter is not responsible for any damage to or loss of the complimentary parking voucher.
- 2.8 All risk and liability pertaining to the complimentary parking voucher shall pass to the participant once the complimentary parking voucher is issued.

3. **General**

- 3.1 The Promoter reserves the right to cancel or alter any aspect of the promotion or the Promotion Rules at any time in the Promoter's sole discretion and without any liability.
- 3.2 If a participant contravenes these Promotion Rules, the participant may, in the Promoter's sole discretion, be disqualified from participating.
- 3.3 The Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors shall not be liable for any claim for any loss, damage or injury arising or suffered by any person participating in this promotion in any manner whatsoever including, but not limited to, personal injury or death, or any harm caused to any participant, or for damage, loss or destruction of any property of any participant arising from negligence by the Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors (other than gross negligence by the Promoter, its directors, permanent/casual employees, agents, its affiliates, its advertising agencies, its suppliers, its consultants or advisors).
- 3.4 Income taxes relating to the promotion (if any) are the sole responsibility of the participant.
- 3.5 The participants in this promotion are aware and agree that in order for the Promoter to conduct this promotion, the Promoter may collect and use the personal information obtained from the participants.
- 3.6 Any person who participates in this promotion shall be deemed to have accepted the Promotion Rules and agrees to be bound by them.
- 3.7 The laws of the Republic of South Africa shall govern this promotion.

4. **Terms of Use, Support and Data Protection**

- 4.1 Participant who participate in this promotion, accept Zapper's Customer Terms of Use (<https://www.zapper.com/termsfuse>).
- 4.2 The Promoter is not responsible for any technical issues or malfunctions experienced when making use of the Zapper app. For any technical issues experienced or support requirements, participants must contact Zapper directly (support@zapper.co.za).
- 4.3 By being a Zapper account user and participating in this promotion, participants agree to Zapper's Privacy Policy. All personal information will be treated in accordance with Zapper's Privacy Policy (<https://www.zapper.com/privacypolicy>).
- 4.4 The Promoter is not liable for any mobile data fees incurred when making use of the Zapper app and is not responsible for the availability of mobile network connectivity or access to mobile data.