

# SAM CAMPAIGN 2023

# Terms & Conditions

## RSA & NON-RSA

Bravo Group Manufacturing (Pty) Ltd, Sleep Division



## Consumer

1. The Promoter is Bravo Group Manufacturing (Pty) Ltd, Sleep Division, a division of Bravo Brands Pty (Ltd) ("the Promoter") - Sealy SA.
2. The Bravo Group Manufacturing (Pty) Ltd, Sleep Division - Sealy Competition ("the Competition") will commence on 15 September 2023 and entries to the Competition will close on 15 January 2024 at 23h59. Any entries received after midnight on the last day will be invalid and will not be considered and are subject to government regulations.
3. The Competition is only open to natural persons above the age of 18 or if under the age of 18, with the consent of a parent/ guardian, residing in either South Africa and Namibia, who are in possession of a valid identity document ("the Participant"), except directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the Competition, or their spouses, life partners, business partners or immediate family members.
4. By entering the Competition, the Participants accept these terms and conditions ("the Rules") and agree to abide by them. A copy of the Rules will be displayed on the Sealy South Africa website [www.sealy.co.za](http://www.sealy.co.za). However, any Participant may request to be furnished with an electronic copy of the Rules at no cost by emailing such request to [info@bravobrand.com](mailto:info@bravobrand.com).
5. The Participants stand a chance to win 1 (one) of 4 (four) cash prizes to the value of their individual purchase of 1 (one) Sealy Posturepedic bed or bed set as reflected on the invoice, or the equivalent currency at the time of payment (the "Prize").
6. To enter the Competition, Participants must purchase any Sealy Posturepedic bed or bed set, hereinafter referred to as Sealy Posturepedic bed or bed set and register their purchase, by:
  - 6.1. Taking a selfie and completing their name, store name, branch name, invoice number and product purchased on the in-store digital form via the QR Code provided in the Sealy Marketing collateral.
7. Entries are unlimited and Participants will receive an entry into the Competition every time the Participant purchases a Sealy Posturepedic bed or bed set and registers on the digital form. The Promoter reserves the right to exchange the Prize for another of equal or greater value, should the circumstances require this.





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

9. It is also the responsibility of all Participants to retain their cash register slip as proof of purchase of any one of the above-mentioned qualifying products. If a Participant cannot produce the cash register slip upon demand, such Participant will be automatically disqualified from the Competition and will forfeit the Prize. In the event that the Participant made the purchase with his/her credit/ debit card, then a statement from the Participant's respective bank, reflecting the purchase, shall be accepted as proof of purchase.

10. The winner of the Prize shall be the first qualifying entry randomly drawn by way of a monthly draw which will be held on 15 October 2023, 15 November; 15 December 2023; 15 January 2024.

11. An independent 3rd party will capture, monitor, verify and certify the draws and, except in so far as is provided for in the Consumer Protection Act 68 of 2008 ("CPA"), his/her decision will be final and no correspondence will be entered into in this regard

12. Winners may only claim one Prize. Winners may not have previously won a Promoter's competition more than once in a 90-day period. Any winners drawn who have won in the last 90 days will be disqualified from the Competition and another winner will be drawn.

13. The Promoter will use reasonable effort to contact the winners telephonically. Should the winner not be able to comply with the Promoter's requirements or if after any and all reasonable steps are taken in order to contact the winner, the winner cannot be contacted within a reasonable period of time, the winner's right to the Prize will be deemed to have been waived and the Prize will be forfeited. The Promoter reserves the right to award the Prize to the next randomly drawn Participant.

14. It is the Participant's responsibility to ensure that of all information provided by or on behalf of the Participant to the Promoters are accurate, complete and up-to-date at all times. The Promoter may refuse to award the Prize if the entry procedures or these Rules have not been adhered to or if it detects any irregularities or fraudulent practices. Any violation or attempt to violate any of the above Rules will result in the immediate disqualification of the Participant.

15. The Participant or winners, by entering the Competition and furnishing the Promoter with the requested personal information, consents to the Promoter utilising and processing his/her personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") in order to process the Participant's entry as stated herein as well as for any marketing and future promotions, if opted in.

16. Any personal information relating to the winner or an entrant will be used solely in accordance with the CPA and POPIA and will not be disclosed to a third party without the Participant's prior consent.

17. By participating in the Competition, you consent to the sharing your personal information between the Promoter's divisions and its affiliates including holding and subsidiary companies, which will adhere to POPIA in the processing of such personal information.





18. By posting any content, images, or comments on any of the Promoter's public and/or social media platform or by sending any such content to the Promoter, a Participant consents to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.

19. The winner will be required to sign an acknowledgement of receipt of prize and may be requested to be photographed and/or identified in any media, which is inclusive of but not limited to television, radio, print publications and online sites in which the Competition receives exposure and for future marketing initiatives with the understanding that the winner may decline such an invitation.

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

21. Participants enter the Competition entirely at their own risk. The Promoter and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, any participating Bravo Brands store and/or its subsidiaries cannot be held responsible or liable for any accident, injury, harm or loss suffered by any person or entity as a direct or indirect result of entering the Competition or suffered as a direct or indirect result of the utilisation in any way whatsoever of the Prize won in terms of the Competition.

22. Participants hereby agree to release and indemnify the Promoter and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and subsidiaries and hold it harmless against any and all losses, harm, damages, rights, claims and actions of any kind in connection with the Competition, promotion or special offer or resulting from the participation in the Competition or acceptance, possession, use or receiving of any Prize relating to the Competition, including, without limitation, personal injuries, death and property damage, and claims based on publicity rights, defamation or invasion of privacy.

23. The Prize is non-transferable and all winner/s will have to claim their Prize within 30 days of the draw having taken place and at that time identify themselves with a valid identification document, proof of purchase and bank account confirmation letter or bank statement. The Prize will be paid via EFT (electronic funds transfer) into the winner's nominated bank account, whereafter the Promoter shall have no further liability in respect of the Prize. Failure to claim the Prize or a refusal or inability to comply herewith will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.

24. Competition artwork is for illustrative purposes only. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform that may be used as an intermediary. The Promoter and its affiliates and service providers, are not responsible for:

- 24.1. incorrect and inaccurate transcription of entry information;
- 24.2. technical malfunction;
- 24.3. inappropriate images and comments posted by the entry or by the public;





24.4. lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or

24.5. the inability to access any website or online services or any other error.

25. The Promoter reserves the right to amend, postpone, suspend, extend the Competition Rules if such amendment is necessary from a practical or fairness point of view. With due notice to the relevant authority, if required, the Promoter shall have the right to terminate the Competition immediately and without notice to the Participant notice for any reason beyond its control requiring this. In the event of such termination, all participants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse against the Promoter, its agents and staff.

26. In order to be eligible to win a Prize, the Participant must not have issued dishonoured cheques, or have overdue payments due to the Promoter or affiliates at the time of the Competition draw. Only Sealy Posturepedic bed or bed set purchases paid in full will be eligible for entry into the Competition. If a Participant purchases by way of lay-by contracts, the outstanding amount must be fully paid at the time of the applicable draw. Should the Participant have returned the Sealy Posturepedic bed or bed set for a refund before the collection of the Prize, the Participant will forfeit the Prize and a new winner will be automatically drawn.

**27. The above Rules are severable. This means that if any one rule is found to be unlawful, it will be removed and the remaining Rules will still apply.**

