

SAM CAMPAIGN 2023

Terms & Conditions

RSA & NON-RSA

Bravo Group Manufacturing (Pty) Ltd, Sleep Division



Salesman

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 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. 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 (“Rules”). A copy of the Rules will be displayed on the Sealy South Africa website www.sealy.co.za. However, any Participant may request to be furnished with a copy of the Rules at no cost by emailing such request to info@bravobrand.com.

4. The Competition is only open to sales representatives above the age of 18 and who are permanently employed by approved affiliate members of The Bravo Group Manufacturing (Pty) Ltd, Sleep Division in South Africa and Namibia herein. For purposes hereof, "affiliate" means our partners, co promoters and sponsors of this Competition, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies (“Participants”).

5. With the exception of sales representatives, the Competition is not open to directors, members, partners, agents, employees or consultants of Bravo Group Manufacturing (Pty) Ltd or any affiliate supplying goods or services in connection with the Competition; and their spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in above.

6. The Participants stand a chance to win R5000 on a prize drawn on Sealy Posturepedic bed or bed sets sold to the winning consumer (“_ (the “Prize”).

7. Participants stand a chance of winning by registering on the Competition in-store digital entry form and entering every sale from 15 September 2023 – 15 January 2024.





8. Entries are unlimited and Participants will receive an entry into the Competition every time the Participant records a sale of a Sealy Posturepedic bed or base set (“Participating Product”). The Promoter reserves the right to exchange the Prize for another of equal or greater value, should the circumstances require this.

9. 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.

10. If you use a mobile phone for entry into the Competition, the telephone calls / text messages/ WhatsApp messages you make will be charged to you at the prevailing rates, which may vary from time to time. Participants must record the sale of the participating product to enter the Competition.

11. 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.

12. We do not make any representations or give any warranties, whether expressly or implicitly, as to a Prize, and in particular, but without limitation, make no representations and give no warranty that –

- 12.1. your entry or participation in the Competition will necessarily result in you winning a Prize;
- 12.2. a Prize, or any aspect thereof, will meet your, or, if applicable, your partner’s, requirements, preferences, standards or expectations; or
- 12.3. a Prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.

13. The winners will be notified by means of the contact details provided to us. If we are, or a 3rd party supplier is, unable to contact a winner within 72 hours the winner will forfeit the Prize and the Promoter reserves the right to re-draw a new winner under the same conditions.

14. 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.

15. 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, false, misleading or fraudulent practices. Any violation or attempt to violate any of the above Rules will result in the immediate disqualification of the Participant.

16. 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.

17. 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.





18. 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.

19. 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 consent 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 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.

25. 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:

- 25.1. incorrect and inaccurate transcription of entry information;
- 25.2. technical malfunction;





- 25.3. inappropriate images and comments posted by the entry or by the public;
- 25.4. lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or
- 25.5. the inability to access any website or online services or any other error.

26. 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 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.

27. 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.

28. 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. These Rules will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.

