

**DAVEYTON MALL: THE (He)ART of Daveyton Art Competition  
TERMS AND CONDITIONS**

1. By entering this competition, you accept and agree to the following terms and conditions which will govern the competition. Furthermore, you verify that you are unaware of any reason legally prohibiting you from entering this competition and, if the competition requires the submission of photographs, artwork or images of people, or of anything else that requires consent, that you have the necessary consent and authority to do so, if required. Any entrant who contravenes these rules may be disqualified from the competition.
2. The Promoters of this competition are Daveyton Mall and Mustard Seed Relationship Marketing.

You may only enter this competition if you are a citizen and permanent resident of South Africa, 15 years of age or over, residing in the Daveyton area and surrounds. The winners will be required to present a valid South African ID document in order to accept the prize. Entrants under the age of 18 years must provide their parents' or legal guardian's written consent that they may enter the competition and that they agree to the terms and conditions.

3. The competition will run from 1 April 2021 until 23:59 on 31 August 2021. Late entries will not be accepted. Entries will be open from 1 April 2021 to 31 July 2021. Voting for the candidates will be open from 16 to 31 August 2021.
4. To enter the competition: The entrants will need to submit the prescribed artwork to Centre Management, with a short informal essay whereby they explain their inspiration behind the art piece and where they envision the artwork in the shopping centre.
5. All participants in this competition hereby verify that the artwork they have submitted is their own original creation, and not reproduced from another work of art that is not their own or for which they do not have consent to submit.
6. The finalists must be aware that they will be required to work with the construction team and architects to recreate their artwork in-Centre during the refurbishment of the Centre. The entrants are required to take this application seriously, and meet the requirements of the competition, such as making themselves available to complete the artwork in-Centre during strict refurbishment timelines.
7. You may only submit one entry. Incomplete entries will not be accepted.

8. A panel of judges will choose the Top 10 local artists who have submitted work, and they will each be awarded R4 500 in cash, and a plaque will be mounted alongside their artwork in Centre.
9. Shoppers will then get an opportunity to pick their overall winner from the Top 10 and stand a chance to win a R500 store voucher. A random draw will take place on the 15th of April 2021. One winner will be drawn. A WhatsApp/SMS line will be created by which shoppers can vote for their favourite artist.
10. The prize money will be transferred to the winner's bank account. It is the winner's responsibility to provide the Promoters with proof of their banking details in order to have the money transferred to them.
11. The prizes are neither negotiable nor transferable. Winners may not choose which of the above prizes they wish to receive.
12. By entering this competition, all finalists consent that the rights to their submitted artwork will be transferred to Daveyton Mall at no remuneration to the finalists.
13. A judging panel will decide on the Top 10 finalists by 13 August 2021 and the finalists will be contacted telephonically.
14. The Promoters will try to contact the 10 finalists for seven days following the draw. If any finalist cannot be contacted or does not respond to messages within that period of time, or chooses to decline to participate, then their finalist position will be forfeited and another finalist will be drawn as soon as possible.
15. The prizes may be subject to additional terms and conditions not mentioned hereunder, but in accordance with relevant South African legislation. The Promoters reserve the right to substitute a prize of equal or greater value if any original prize becomes unavailable for any unforeseen reason.
16. The judges' decision is final and no correspondence will be entered into.
17. You may not enter the competition if you are a director, member, partner, employee, tenant (or employee of a tenant), agent, consultant or supplier to the Promoters, or their respective spouses, partners, family members (parents, siblings and children), business partners or associates.

18. Participants in this competition hereby indemnify, release and hold harmless the Promoters and their successors, employees, officers, suppliers, contractors, agents, consultants, directors and shareholders from and against any losses, claims, proceedings, actions, damages, liability for harm, injury or death, demands, expenses or any costs howsoever arising out of their participation in this competition or their use of the prizes, and/or any person with whom they share that prize.
19. The laws of the Republic of South Africa govern this competition.
20. The Promoters reserve the right to cancel, modify or amend the competition at any time if deemed necessary in their own opinion or if circumstances arise outside of their control.