

STANDARD TERMS AND CONDITIONS OF PROMOTION “ROOM MAKEOVER”

JOY FURNITURE (www.joyfurniture.co.za)

Please read these Standard Terms and Conditions of Promotions and the corresponding Special Terms and Conditions of Promotions carefully.

Article 1 - Definitions

1. The following definitions apply for the purposes of these Standard Terms and Conditions of Promotions:

"Promotion" Promotional competition or promotional action, as described in the Special Terms and Conditions of Promotions.

"Promotion area" The territory where the promotion takes place.

This Promotion only pertains to any JOY item purchased of R15000 or more in-store only.

"Promotion period" The period the promotion runs, as provided for in the Special Terms and Conditions of Promotions.

"Terms and Conditions of Promotions" These Standard Terms and Conditions of Promotions, the Special Terms and Conditions of Promotions and any additional terms and conditions and provisions that were announced by JOY Furniture before or during the promotion on its website, online & social media advertisements or at the point of sale.

"Special Terms and Conditions of Promotions" The Special Terms and Conditions of Promotions form an inseparable part of these Standard Terms and Conditions of Promotions and are published together with the promotion by JOY Furniture.

"Participant" The person who participates in the promotion and who is entitled to do so on the basis of Article 2 of these Standard Terms and Conditions of Promotions

"JOY Furniture" Purple Heron Imports & Exports CC., with its registered office at 366 Graham Road, Tiegervoort, Pretoria, 0084.

"Benefit" Any benefit that is obtained during a promotion, including a prize, a cashback or a gift, such as described in the Special Terms and Conditions of Promotions. If it concerns a competition, the winner is the participant who is awarded a prize in the way determined in the Special Terms and Conditions of Promotions.

"Website" The website that is used in the framework of the promotion: www.joyfurniture.co.za

Article 2 – Participation

1. Every natural person who is older than 18 at the time of participation, may participate in the promotion.
2. The participant must have an existing e-mail address or contact telephone number.
3. Employees of JOY Furniture, of businesses associated with JOY Furniture, and all persons

who are involved directly or indirectly with the promotion, its organisation, or the benefit, or the direct or indirect provider of the benefit and their respective employees, are excluded from participation.

4. In the event of misuse, fraud, manipulation, circumvention or a breach of the terms and Conditions of Promotions, JOY Furniture is entitled to exclude participants or groups of participants. JOY Furniture is entitled to do this on the basis of a suspicion and is not bound to inform the participant or to provide proof.

5. By participating in the promotion, the participant states to agree to the terms and Conditions of Promotions.

6. The participant can only participate in the promotion during the promotion period and only in the manner described in the Special Terms and Conditions of Promotions. If the Participant submits his entry late, early, in a way other than the prescribed manner, or otherwise incomplete, he/she shall be excluded from participation without further notice.

7. There are no costs or conditions associated with participation, except insofar as provided otherwise in the Special Terms and Conditions of Promotions.

8. The participant transfers all current and future intellectual property rights and other rights to the entry material explicitly and unconditionally to JOY Furniture, (1) for as long as the relevant rights apply and (2) to the extent permitted by law. JOY Furniture may use and license the entry material worldwide and without restrictions by means of every conceivable medium after expiry of the promotion period. Furthermore, the participant waives every right to compensation in connection with the entry material and its transfer.

9. Only during the promotion period may the participant request JOY Furniture to remove his entry material, following which the relevant entry material will be removed as soon as possible. This request leads to a declaration of invalidity of the participation in the framework of which the entry material was transferred. The relevant participant will no longer be eligible for the benefit for that participation.

10. If a participant participated in the promotion in breach of the terms and Conditions of Promotions, JOY Furniture reserves the right to designate a new winner for the relevant benefit and/or to exclude the participant from this promotion or any subsequent promotions. JOY Furniture is not obliged to note that the Benefit has become null and void.

Article 3 - The Benefit

1. The benefit is strictly personal, non-exchangeable for goods and/or services and not transferrable without written permission from JOY Furniture.
2. The price includes a bed, mattress, 2 x pedestals, carpet, 2 x bed lamps & leisure chair/ daybed.

Article 4 – Exclusion of liability

1. JOY Furniture is not in any way liable for costs and additional expenses a Participant would have to incur in connection with the payment or use of the benefit.
2. Except for gross negligence or intent, JOY Furniture, its employees, assistants or third parties it engaged are not liable for damage caused by the payment or use of the Benefit or the participant's participation in the promotion.
3. Except for gross negligence or intent, JOY Furniture, its employees, assistants or third parties it engaged are not liable for damage caused by faults of whichever nature in the software, computer, network, the internet that caused the entry of the participant to be received late, poorly, delayed or not at all by JOY Furniture.
4. JOY Furniture does not provide any guarantee in relation to the paid benefit and excludes every liability, except for gross negligence or intent, in that regard. JOY Furniture is not liable for (i) any defects to the Benefit, (ii) if the benefit is received later than announced, (iii) received by the wrong person, (iv) or was lost or damaged during its shipment or (v) if the Benefit or replacement Benefit deviates from the offered benefit on subordinate points.
5. JOY Furniture is not responsible or liable in the event of fraud by participants.
6. The member is exclusively liable for the content of the entry material that he makes available in the framework of the promotion. JOY Furniture cannot be liable for this in any event. The participant shall indemnify JOY Furniture against any claim by a third party in connection with the content of the entry material submitted by the participant.

Article 7 – Privacy

1. The personal details that are provided by the participant to JOY Furniture in the framework of this promotion are subject to the applicable national legislation regarding privacy. In its capacity as the party responsible for processing, JOY Furniture shall only process these details for purposes that promote the proper progress of the promotion, own market research and direct marketing, and for purposes referred to in Article 3. Within the framework of the aforementioned purposes, the

personal details may be passed on to one or more entities of the group to which JOY Furniture belongs or in the event of a statutory obligation or following a request from the police or judicial authorities.

The personal details shall not be given or sold to third parties.

In some cases the user may provide these personal details through his account with social media, such as Facebook or Instagram. In that case JOY Furniture shall only process those details obtained by means of the social media that are necessary to realise the aforementioned purposes.

2. Every participant may exercise his statutory right to access, improve, or oppose the use of personal details for direct marketing free of charge by sending a written, signed and dated request to that effect, together with a copy of his proof of identity to JOY Furniture, by means of email to info@joyfurniture.co.za.

Article 8 – Complaints

1. Anybody with questions, complaints or comments may turn to the JOY Furniture Customer Services at the address or telephone number as included in the Special Terms and Conditions of Promotions. Customer Services can also be contacted at the e-mail address thersia@joyfurniture.co.za

Article 9 – Final Provisions

1. JOY Furniture is entitled to amend these terms and Conditions of Promotions, without stating reasons, or to cancel the promotion, if, in the light of statutory or regulatory provisions or interpretations thereof by government bodies, the promotion cannot be continued or cannot be continued unchanged, if the further implementation of the promotion is actually or otherwise impossible or impossible under the same conditions or if the circumstances concerning the promotion have changed to such an extent that its continued progress involves unreasonable or disproportionate extra costs or difficulties for JOY Furniture. The most recent version of these Terms and Conditions of Promotions can be consulted on the website throughout the Action period.

2. The content of the terms and conditions is under reservation of clerical errors and interpretation. It is not possible to derive any rights from clerical errors or mistakes by JOY Furniture.