



CASHBUILD JINGLE TERMS AND CONDITIONS

1. This Competition is promoted by Cashbuild (South Africa) (Pty) Ltd (Reg No: 1949/033566/07) (the “**Promoter**”). This Competition is conducted in accordance with the provisions of section 36 read with Regulation 11 of the Consumer Protection Act No. 68 of 2008 (“**CPA**”) as amended from time to time.
2. **Competition Period**
The Competition will be held from 8 September 2025 to 30 September 2025. No entries will be accepted after midnight on the 30 September 2025.
3. **Who Can Participate in the Competition**
You are entitled to participate in this Competition if you are a natural person, 18 (eighteen) years or older, who is either a South African citizen or resident and in possession of a valid identification document. Furthermore, you are entitled to participate in this Competition if you are a singer, solo performing artist, singing group of any kind, performing MC / Rapper, or producer / DJ [Disc Jockey]. Furthermore, for this competition Cashbuild employees are permitted to submit an entry. The Promoter reserves the right, at any time, to verify the validity of a Participant (including but not limited to a participant’s identity and age) and to reject any Participant who has not complied with these terms and conditions. Errors and omissions may be accepted at the Promoter’s sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. **People Excluded from Participating in the Competition**
Director, member, partner, agent or consultant of or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members.
5. **How to Enter**
 - 5.1. To enter the competition, click on the WhatsApp link/send a WhatsApp message/scan the QR code and select Competitions and provide the following details:
 - Full Name and Surname (as per your official Identity Document)
 - Contact number for us to contact you, should you be a winner
 - Upload / Submit your original audio file (Not larger then 5 megabytes in size and note voice notes will be disqualified)
 - The original audio file must be an MP3 file and named using the following format of “YourName/CashbuildJingle.mp3”
 - 5.2. The entrant must be a follower on both pages below; this will be checked prior to announcing the winner:
 - <https://www.facebook.com/CashbuildSA>
 - <https://www.instagram.com/cashbuild/>
6. **Jingle Criteria**
 - 6.1. The jingle itself must be a completely original sound, sampling of sounds that will require the purchasing of rights or payment of royalties for usage is prohibited. Participant(s) are allowed to sample the original Cashbuild Jingle that will be available via the Cashbuild WhatsApp line.
 - 6.2. The current lyrics and “Cashbuild Way” Jingle are provided via the Cashbuild WhatsApp line under the Cashbuild Jingle competition prompts for guidance.
 - 6.3. Should participant(s) choose, the current lyrics can be used as is or can be adapted in their creative perspective.
 - 6.4. As the winning Jingle will be used as the official Cashbuild Jingle it must be in line with the Cashbuild tone and messaging.



- 6.5. Strictly no profanity, vulgar and ambiguous wording that may be misconstrued in a negative light.
- 6.6. The original Cashbuild Jingle and lyrics will be available on the Cashbuild WhatsApp line under the Cashbuild Jingle competition prompts for guidance and for participant(s) to gain inspiration from.
- 6.7. Participant(s) may adapt the lyrics or recreate them using their creative inspiration but keeping the same messaging in mind.
- 6.8. The following are points to focus on for messaging:
 - 6.8.1. Cashbuild provides quality building materials, tools, paint and hardware.
 - 6.8.2. Cashbuild provides quality products and services at the lowest prices.
 - 6.8.3. Cashbuild has more than 300 stores across Southern Africa.
 - 6.8.4. Cashbuild is a community-based retailer as each store is situated to not just provide hardware but serve the community.
 - 6.8.5. Strictly do not mention the name of any Hardware competitor in the lyrics, for example if a lyric states "Build it better with Cashbuild", the lyric unintentionally mentions a hardware competitor.
7. **Number of Entries Per Participant**

Each Participant can only enter the Competition once, no multiple entries per Participant are permitted.
8. **Entry Fee**

There is no entry fee to participate in the Competition, save for clause 5 above.
9. **The Prize**

The Participant stands a chance to win R25'000 Cash prize.
10. **General Terms and Conditions**
 - 10.1. Upon entering the competition and submitting a Jingle, participant(s) confirm that they are the sole owners with full rights over the jingle and therefore possess absolute authority to grant Cashbuild exclusive rights over the intellectual property of the Jingle, to use for promotional purposes, advertising purposes, and whichever purpose Cashbuild decides to use (reproduction, distribution, recreation, etc.) the said intellectual property without expectation of further remuneration beyond the prize as mentioned in clause 10 (ten). Cashbuild will accredit the creator as necessary for the creation of the Jingle entry should he/she/they be select as the competition Winner(s).
 - 10.2. Participant(s) agree that no indemnity will fall to the promoter should any claims, disputes, liabilities or legal actions - past, present or future - arising from ownership, licensing or use of the submitted Jingle.
 - 10.3. Prior to submitting the Jingle participant(s) must ensure that there is no current licensing status of the submitted jingle and should this change - such as registration with a performing rights organisation, licensing body or third party - you must notify the promoter with continuous communications immediately in writing. Failure to do so may result in the removal of the song from any platforms or media where it has been published or used and will trigger the forfeiture and returning of the prize.
 - 10.4. By submitting, you grant Cashbuild the exclusive, royalty-free right to use, reproduce, distribute and promote the submitted material in connection with its platforms, productions and communications channels, unless otherwise agreed in writing.
 - 10.5. Participation in the competition constitutes acceptance of these terms and conditions.
 - 10.6. The Winner(s) will be chosen by a panel of judges formed by Cashbuild representatives and their marketing team.
 - 10.7. The selection process will be audited by an independent accountant, registered auditor or attorney to establish whether it meets the Competition qualifying criteria and if so that the selected Participant will be the Winner(s) (subject to the Promoter being able to contact the Winner(s) successfully). If

the qualifying criteria is not met, further selection processes will take place until a valid selected entry meets the eligibility criteria.

- 10.8. The selection process will take place once the competition has closed on the 30 September 2025. The Winner(s) will be notified via direct message or phone call within 48 (forty-eight) hours by someone from Cashbuild (South Africa) (Pty) Ltd. after the Winner(s) selection process is completed
- 10.9. In the event the Competition is postponed, only the Promoter has the discretion to elect a new date for the draw, which will be published on the platform the competition was conducted and <https://www.cashbuild.co.za/content/18-competitions>.
- 10.10. The Promoter will attempt to contact the Winner(s) at least 3 (three) times, on the phone number used for the entry and if the Promoter is unable to contact the Winner(s) within 2 (two) days after the third attempt, through no fault of the Promoter, the Prize will be awarded to the next eligible Winner(s). The Winner(s) will also be announced on the Promoter's web page/ social media platform only once the Promoter has made successful contact with the Winner(s).
- 10.11. In the event the Promoter is unsuccessful in contacting the winner(s), a new winner(s) will be selected and shall be contacted.
- 10.12. The Competition is not open to employees, family members of employees, and/or representatives of the Promoter's and any supplier of goods or services in connection with the Competition. The winner(s) will be required to confirm this in the form of a written declaration.
- 10.13. The winner's Prize is not transferable, non-refundable and non-exchangeable.
- 10.14. The winner(s) will collect their prize through agreed upon arrangement between the Winner(s) and the Promoter. The winner(s) will have 4 months from the closing date of the Competition to collect the Prize, if not collected within the allocated 4-month period, the Prize will be forfeited.
- 10.15. The Participant hereby consents to supplying their personal information and contact details in accordance with the Protection of Personal Information Act 4 of 2013 to any third-party service provider to assist with the administration of the Competition as well as to contact the Participant should they be one of the winners of the competition.
- 10.16. The Participant hereby consents to the Promoter's using and processing any personal information in accordance with the Protection of Personal Information Act 4 of 2013 for processing of the Participant's entry as stated herein.
- 10.17. The winners may be requested to provide their names for advertising purposes. The name of the Winner(s) and their pictures may be re-posted on the promoter's various Social Media sites, including Facebook, Instagram and other Cashbuild social media platforms, once consent has been provided.
- 10.18. The Promoter reserves the right to amend, modify, cancel or withdraw any aspect of this Competition in its sole discretion at any time without prior notice or liability in the event there are any unforeseen circumstances or causes outside of the Promoters' reasonable control. The Promoter cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants of this Competition agree that the Promoter, subject to prevailing law, has no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of the Prize, or from participation in this Competition.
- 10.19. The laws of the Republic of South Africa govern this Competition. If any provision or part of these Competition Rules is deemed void or otherwise unenforceable in law, then that provision or part shall be deemed excluded and the remainder of these Competition Rules shall remain in force. Any violation of these Competition Rules will result in the immediate disqualification of the transgressing Participant from the Competition.
- 10.20. The Promoters decision is final, and no correspondence will be entered into.
- 10.21. The right of a Participant to any benefit or right conferred as a result of participating in the Competition will only be fully vested when the Winner has been duly contacted.
- 10.22. A copy of these Competition Rules is available at <https://www.cashbuild.co.za/content/18-competitions>.