

1. This Competition is promoted by P and L Hardware (Pty) Ltd (Reg No: 2005/034591/07) (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 run from the 6 December 2024 until the 12 January 2025, both dates inclusive (the “**Competition Period**”). No entries will be accepted after midnight on the 12th of January 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. 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, employee, 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. Purchase any Barnes Fencing advertised products on the P&L Hardware Season Savings promotional leaflet (5 products in total), provide your cell phone number at the till and you are automatically entered into the draw.
6. **Number of Entries Per Participant**
Each Participant can only enter the Competition once, no multiple entries per Participant are permitted.
7. **Entry Fee**
There is no entry fee to participate in the Competition, save for clause 5 above.
8. **The Prize**
 - 8.1. The Participant stands to win 1 of 10 Barnes Fencing kits.
9. **General Terms and Conditions**
 - 9.1. The Winner(s) will be chosen by means of a random draw under the supervision of an independent accountant, registered auditor or attorney.
 - 9.2. The random entry drawn will audited by an independent accountant, registered auditor or attorney to establish whether it meets the Competition qualifying criteria and if so that the drawn 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 random draws will take place until a valid randomly selected entry meets the eligibility criteria.
 - 9.3. The draw will take place during February 2025 and the Winner(s) will be notified via direct message or phone call within 48 (forty-eight) hours of the random draw taking place by someone from P and L Hardware (South Africa) (Pty) Ltd.

- 9.4. In the event the Competition draw is postponed, only the Promoter has the discretion to elect a new date which will be published within 4 (four) days after the original draw on our website <https://pandl.co.za/main/> .
- 9.5. The Promoter will attempt to contact the Winner(s) at least 3 (three) times, but 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 only once the Promoter has made successful contact with the Winner(s).
- 9.6. In the event the Promoter is unsuccessful in contacting the winner(s), a new winner(s) will be randomly drawn and shall be contacted.
- 9.7. 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.
- 9.8. The winner's Prize is not transferable, non-refundable and non-exchangeable and cannot be redeemed for cash.
- 9.9. The winner will collect their Prize at their nearest P and L Hardware store or as communicated. The winner(s) will have 60 calendar days from the closing date of the Competition to take up the Prize.
- 9.10. 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.
- 9.11. 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.
- 9.12. 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, Twitter, Instagram and LinkedIn, once consent has been provided.
- 9.13. 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.
- 9.14. 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.
- 9.15. The Promoters decision is final, and no correspondence will be entered into.
- 9.16. 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.
- 9.17. A copy of these Competition Rules is available at <https://pandl.co.za/main/> .