



Please view the terms and conditions along with our Privacy Policy (/privacy-policy/) as well as our POPI (/popi/) information

1. INTRODUCTION TO TERMS & CONDITIONS

1.1 These terms and conditions ("General Terms") are the overarching general terms and conditions that apply to all the competitions controlled by SoftSmart Tech (Pty) Ltd (Reg No. 2019/601018/07). t/a BabyAndToddler ("the Promoter"), (the "Competition" or collectively, "Competitions", as applicable) and accessed using the relevant Promoter website per Competition ("Website"), where these should be read with, and to include, all of the other Promoter Rules or Policies applicable from time to time.

1.2 The Promoter's principle business is the marketing and selling of children's products and in promoting the culture of family and parenting. Competitions are part and parcel of the marketing strategy of the Promoter but the purchase of its goods or services is in no way a pre-requisite for entry into Competitions.

1.3 The terms "user", "you" and "your" are used interchangeably and refer to all persons accessing the Website for any reason whatsoever, including each user who enters a Competition ("entrant") or votes in one ("voter"). Accordingly, the terms "us", "our" or "we" used refers to the Promoter or its possession.

1.4 We may change these General Terms, or our other applicable policies, from time to time. When doing so, you will be notified of the change by publication on the website and via email with the updated Terms, Rules or Policies attached as a PDF file.

1.5 By ticking on the appropriate box you agree that you have read, understood and agree to be legally bound by these General Terms and any other applicable Promoter policy or rules related to the Competitions, where any infringement thereof by a participant, entrant or voter constitutes a serious breach entitling the Promoter to terminate a user's participation, entry or voting in a Competition or Competitions, or the use of the Website.

1.6 In compliance with the Consumer Protection Act 68 of 2008, please pay specific attention to the BOLD and UNDERLINED paragraphs of these General Terms. These paragraphs or statements limit the risk or liability of the Promoter or a related third-party, constitute an assumption of risk or liability by you, impose an obligation by you to indemnify the Promoter or is an acknowledgement of any fact by you.

2. ELIGIBILITY FOR OUR COMPETITIONS

2.1 The Promoter may publish separate Rules per Competition (/rules/) which will be available on the relevant Website page where necessary and should be read and understood to identify any specific eligibility requirements per Competition, in addition to these General Terms or the Promoter's other policies.

2.2 Entry to our Competitions is only open to residents of, and in, The Republic of South Africa.

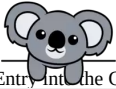
2.3 Children entered are required to be between the ages of 0 and 7 years.

2.4 It will be the sole decision of the Promoter as to whether any eligibility requirement has or has not been met and may require evidence or confirmation of certain information from entrants before awarding prizes.

2.5 Employees (and their immediate families) of the Promoter may not enter any of our Competitions.

3. ENTRY AND VOTING METHODS

3.1 Introduction:



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Entry into the Competition is free, bar any costs charged by your mobile network service provider in enabling the entering or voting via SMS, but which charge is not levied nor collected by the Promoter. Voting via SMS in a Competition attracts a Premium rated charge from, and to the benefit of, the Promoter. Voting can be done by either sending a single SMS at a Premium rate or using a bundle package of 2 votes at a Premium rate, as may be prescribed on the promoters website from time to time, per bundle or using a bundle package of 25 votes at a Premium rate, as may be prescribed on the promoters website from time to time, per bundle. There are no limits on the number of votes cast by a single voter. Voting can also be done via credit card, SnapScan and PayPal as well as over the counter at Shoprite and Checkers.

Entrants and voters acknowledge that the costs of voting are charged by independent third party service-providers and not by the Promoter. Accordingly, no voter shall be entitled to any refund of any kind for any cause whatsoever. Entrants and voters hereby indemnify the Promoter against all and any claims for refunds and/or claims for special and general damages associated with costs incurred for participating as entrants or voters in any Competition.

3.2 Premium rates:

Voting in a Competition is done by Premium rate mobile SMS, meaning that you will pay an additional fee to the Promoter on top of any charge levied by a third-party provider to utilise those services for entering, voting or using the Website (e.g. your mobile network provider). Your network provider may also charge varying amounts for these types of electronic communications and SMS's, where the total cost of your SMS may be more than as stated by us. In all cases, you should check with your network provider. Please note that invalid or unsuccessful votes made via these methods will still be charged for. In all cases, you should have the bill payer's permission to vote using a premium rate method, and to vote into any Competition generally. Where voting is by premium rate mobile SMS, votes that are submitted before or after the competition dates will not be counted in the Competition but entrants will still be charged for SMS's already sent. Votes that are submitted on or after an Knock-Out Day may not be considered if the entrant has been knocked-out but entrants will still be charged for SMS's already sent.

3.3 Entrants and voters acknowledge that the costs of voting and that the costs of Premium rate mobile SMSs are regulated, co-ordinated and charged by independent third party service-providers and not by the Promoter. Accordingly, no voter shall be entitled to any refund of any kind for any cause whatsoever. Entrants and voters hereby indemnify the Promoter against all and any claims for refunds and/or claims for special and general damages associated with costs incurred for participating as entrants or voters in any Competition.

3.4 SMS: Where a Competition asks you to vote using SMS; you will need an SMS compatible mobile phone with a valid account with a South African service provider that permits SMS messages to our premium rate mobile SMS number. SMS entries are deemed to be received on arrival, not when they are sent from your handset. SMS entries must be addressed to the correct short code and must include the correct Unique voting ID as required by the specific Competition. Entries which fail to do so will be void, but will still be charged for.

3.5 Deficient entries: In all Competitions, we reserve the right to reject any entries that are incomplete, incomprehensible, damaged or otherwise deficient. We also reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which we consider to be otherwise harmful to the goodwill and reputation of our website and the Competition in question. We accept no responsibility for any late, lost or misdirected entries, including but not limited to, texts, calls or emails not received due to technical disruptions, network congestion or any other reason. Proof of posting of any postal entry will not be proof of our receipt of that entry.

3.6 Automated Entry: The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Competition repeatedly is prohibited.

3.7 Names: Entrants must enter Competitions using their legal name once only. We reserve the right to disqualify any entrant who uses multiple names and to require them to return any prize they may have won.

3.8 Multiple Entries: Unless otherwise permitted pursuant to any terms, no person may enter any Competition more than once and persons may not enter or participate as part of a syndicate or on behalf of any other person, syndicate, group, society or company.

3.9 Prize Limits: No person or persons at the same residential address may win more than one prize valued at R1,000 or more via any of our Competitions in any six (6) month period.

3.10 Retrospective Effect: Where an entrant or prizewinner has been found to be in breach of any of the terms and conditions of a Competition and, in particular, where a person is in breach of the entry restrictions, we may nevertheless still enforce our right to disqualify that person and require the return or reimbursement to us of any prize, even where a prize has already been awarded and/or actually provided to the entrant or prizewinner in question.

a. The Top 3 Prizes

1st place prize is R5,000 cash, 2nd place prize is R3,000 cash, 3rd place prize is R2,000 cash

b. General Prizes

i. R2,000 cash will be awarded as a "Voters Prize" in our draw. See point 8 for further information.

ii. We may, from to time, offer non-cash prizes in particular Competitions, the description and value of these non-cash prizes will be fully published to contestants at that time. We offer no cash alternative for non-cash prizes and prizewinners must accept prizes in the form offered.

iii. All prizewinners will be notified that they have won a prize on the seventh day of the month following the closing date of the Competition in writing via email and SMS.

Non-cash Prizes will be dispatched to the winners via an independent courier service, unless otherwise stated. We will not be liable for any prizes which are lost, delayed, or damaged in the post for reasons beyond our control.

c. Prizes will only be delivered to an address within South Africa. Should a prize winner's contact details change from what is captured by the website, it is their responsibility to notify us.

d. We reserve the right to request proof of a prize winner's identity in the form of an identity document or driver's license or passport. In the event that a prizewinner cannot provide us with proof of identity reasonably acceptable to us, we may withdraw the prize and select another prize winner. This is done as part of "Know your Client", or FICA.

e. All prizes are non-transferable and non-exchangeable. No cash will be awarded in lieu of a non-cash prize or part of it.

f. Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

g. We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purposes, merchantability or otherwise.

h. All stated prize values are at the supplier's recommended retail price in South African Rands and are correct at the time of printing. We take no responsibility for any fluctuations in prize values.

j. Unclaimed Prizes

i. All prizes must be claimed within twenty-one (21) days of our notification of winning unless otherwise stated.

ii. We reserve the right to award prizes unclaimed after this period to alternative prize winners or not to award them at all.

5. Publicity and Personal Information

5.1 The Promoter collects personal information ("PI") in order to conduct the Competitions and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will use and handle PI as outlined in the Protection of Personal Information Act, 2000, of 2013 ("POPI").

5.2 In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages via SMS or email or telephoning the entrant. The Promoter's Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of their PI or any other applicable law and how those

contestants will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of South Africa, other than to those entities listed below. Entrants agree to these General Terms and Privacy Policy.



5.3 All entrants may have their details removed from our database by contacting the Promoter. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will, however, forfeit their right to claim any prizes.

5.4 It is a condition of entry to our Competitions that we have the right to publicise, broadcast and communicate to the public the names, home towns and characters of entrants to our Competitions for the running of the Competitions and matters incidental to the Competition.

5.4 In particular, entrants consent to their entries to our Competitions being communicated to the public on our Website/s.

5.5 All entrants, and particularly prize winners, may be required by us to participate in photo, recording, video and/or film session(s). In this regard, you agree that we shall have the right to use all the resulting publicity materials in any medium (including, without limitation, the internet) and in any manner we see fit, unless you advise us at the time of entering the Competition that you wish to retain your anonymity.

5.6 Entrants also acknowledge that publicity materials featuring them may be provided to our third party prize providers for the purposes of promoting their association with the Competition and awarding the relevant prizes.

5.7 No fees shall be payable by any entrant in relation to their entry in any Competition. Fees are applicable when voting in a Competition. See clause 3 above for more details on rates and charges for voting.

6. Receipt and Transmission of Data Messages

6.1 Data messages, including e-mail messages, sent by you to the Promoter will be considered to be received only when acknowledged or responded to.

6.2 Data messages sent by the Promoter to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.

6.3 The Promoter reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such e-mail or data message where necessary.

6.4 Whilst all reasonable care is always used by the Promoter, messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. The Promoter is therefore not responsible for the accuracy of any message sent by email over the internet, whether from the Promoter to a user or from a user to the Promoter. **In particular, the Promoter accepts no responsibility for fraudulent emails providing prize winners banking details and the prize winner bears the risk in this regard.**

7. Photographs

7.1 Entrants warrant that they are the legal guardian of the child in the Photograph and that it may be submitted as part of their entry;


i. entrants agree that we have the right to publish and communicate to the public the Photographs in any media including, but not limited to, online and social media, at all times without restriction or limitation throughout the world and not only for the purposes of the Competition;

ii. entrants acknowledge that we may edit the Photographs in our sole discretion;

iii. entrants agree that we have the right to use entrants' names, likenesses and other personal information in conjunction with the Photographs;

iv. **entrants agree not to bring against us any actions, suits, claims and demands in respect of defamation or any infringement or violation of any personal and/or**

prize rights of any sort from our use of their Photographs; and

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v. a third party is unable to submit an entry on behalf of a child unless they have written consent, from at least one legal guardian.

8. draws

8.1 Where any prize is awarded via a prize draw, prize winners will be chosen at random from all qualifying entries within seven (7) days of the Competition closing date.

8.2 The Promoter will ensure accurate and correct verification to authenticate the legitimate and correct drawing of prize winners.

9. copyright

9.1 By entering our Competitions, all entrants:

i. assign to us all rights (including present and future copyright) in their entry and their publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;

ii. agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;

iii. warrant to us that their entry is not in breach of the Promoter's or any third party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same; and

iv. warrant that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.

9.2 All rights in the name and title of the Competition and the format rights for the Competition are our sole property and we may exploit the same our absolute discretion.

9.3 All material, information, data, software, icons, policies, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organisation and layout of the Website) of the Website and/or Competition, together with the underlying software code of the Website and/or Competition, ("the intellectual property") are owned (or co-owned or licenced, as the case may be) by the Promoter, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

9.4 Subject to the rights afforded to you in these General Terms or by separate written agreement between the Promoter and you, all rights to all intellectual property on the Website and related to a Competition are expressly reserved by the Promoter or the relevant intellectual property rights owner. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website, or related to the Competition, or the underlying software code whether in whole or in part, without the written consent of the Promoter first being granted, which consent may be refused at the discretion of the Promoter. No modification of any intellectual property or editorial content or graphics is permitted.

10. Tampering and other matters



If for any reason any Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, we reserve the right to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.

11. Termination of Competition and User's access to Website

11.1 The Promoter may vary the terms of, or terminate, a Competition at any time at its absolute discretion without liability to any contestant or other person, to the full extent permitted by applicable legislation. The Promoter will not award the prize if the Competition is terminated.

11.2 The Promoter reserves the right to terminate and cancel your account and use of the Website or involvement in any Competition if you breach any of these General Terms or the Promoter's other applicable Rules or Policies, or for any other reason provided that the Promoter gives reasonable notice to you with written reasons for the cancellation.

11.3 If you wish to terminate your agreement with the General Terms and with the Promoter, you may do so by de-registering your account with the Website and discontinuing the use of the Website. However, no termination will affect any party's rights to any payments or consideration lawfully due and payable to them by another party under these General Terms at the time of termination.

12. Decisions Final

12.1 All our decisions relating to the Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person relating to the Promoter's decisions will be entertained.

12.2 Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.

12.3 Where a Competition involves voting, the accuracy of the pooled results received and published by us will be deemed to be final and binding and no correspondence discussing this will be entertained.

12.4 Prize winners are based on the number of votes received. The three entries with the most votes will be the three winners.

13. Exclusion of Liability and Provision of Indemnities

13.1 The Website, including any intellectual property appearing therein, is provided "as is" and "as available". **The Promoter makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website or the information contained in it.**

13.2 All information or opinions of users or third parties made available on the Website in relation to any of the Competitions or otherwise, are those of the authors and not the Promoter. While the Promoter makes every reasonable effort to present such information accurately and reliably on the Website, it does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.



13.3 By using the Website, entering or voting in any Competition may use the services or functions of third party providers (e.g. mobile network provider, Web page) with the result that the Promoter will not be held liable to a user if the functions or services provided by them to the Promoter or user for use on the Website or in relation to any Competition malfunctions in its engagement with a user. Where possible, we request that any user who experiences such problems assist us with determining any mal-functionality, where users might be asked to produce evidence/proof of same.

13.4 The Promoter, its members, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting there from, including entry or voting in any Competition.

13.5 The Promoter, its members, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the drawing and awarding of prizes, entering or voting in any Competition, and access to, or use of, the Website in any manner.

13.6 The Promoter takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, the Promoter does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

13.7 The user indemnifies and holds harmless the Promoter, members, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website or entering or voting in any Competition in any way.

13.8 The user agrees to indemnify, defend and hold the Promoter harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these General Terms or any of the Promoter's other applicable Rules or Policies.

14. PRIZE SPONSORS

By entering this competition you automatically opt-in to be added to our email database to receive marketing material from us from time to time. Every email from us has an unsubscribe link in the footer.

15. DISPUTE RESOLUTION

15.1 Should any dispute, disagreement or claim arise between a user and the Promoter concerning use of the Website or any matter relating to a Competition, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, it shall be resolved with the assistance of any applicable regulator, or finally, in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation with Arbitrations to occur in George, South Africa.

15.2 The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.

16. General



16.1 For the purposes of formal service of any notices or documents to the Promoter, same may be sent to legal@softsmart.co.za whereas the service address for any user is deemed to be the information as submitted by you on the Website for this purpose.

16.2 The Promoter does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.

16.3 This document contains the entire agreement between the parties in relation to the subject matter hereof. No alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these General Terms or their duly authorised representatives.

16.4 No indulgence, leniency or extension of time granted by the Promoter shall constitute a waiver of any of the Promoter's rights under these General Terms and, accordingly, the Promoter shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.

16.5 The headings to the paragraphs to the General Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

16.6 The user's access and/or use of the Website, any downloaded material from it and the operation and interpretation of these General Terms (including any entering or voting in a Competition pursuant thereto) shall be governed by and construed in accordance with the laws of South Africa only.

16.7 In the event of the user breaching these General Terms or any other of the Promoter's applicable Rules or Policies, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by the Promoter in relation to, and as a consequence of, the breach.

16.8 Each sentence, paragraph, term, clause and provision of these General Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

16.9 No term or condition of these General Terms is intended to breach any peremptory provisions of any consumer protection or other legislation and any regulations thereto ("Prohibited Provision"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 11 mutatis mutandis.

16.10 Clause headings are for convenience and are not to be used in the interpretation of the General Terms in which the headings appear.

16.11 No provision shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or drafted such provision. The rule of interpretation that an agreement will be interpreted against the Party responsible for the drafting and any similar rules of interpretation shall not apply to these General Terms and the Parties waive any rights they have to rely on such rules.

16.12 Any notice required to be given by either Party to the other in terms of these General Terms shall be in writing and sent via email, unless provided otherwise.

16.13 Terms other than those defined within the General Terms will be given their plain English meaning, and those terms, acronyms, and phrases known in the information technology shall be interpreted in accordance with their generally accepted meanings.

16.14 If any conflict exists between the provisions of these General Terms and any Rule or Policy otherwise published on our Website, the provisions of these General Terms shall prevail unless specifically stated otherwise in these General Terms.

16.15 When any number of days is prescribed in these General Terms, same shall be reckoned as calendar days exclusively of the first and inclusively of the last day.

16.16 Any reference in these General Terms to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted from time to time.

16.17 Words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.

Fraud Detection

17.1 As per our POPI document we collect email addresses, IP addresses and device user agents when you log into our site. Additionally we use cookies to monitor multiple logins from the same device. As per rules 17 and 18 it is against our terms that you login with multi accounts either in an effort to cast fraudulent votes or in order to vote on behalf of another person.

17.2 Users who violate the login terms and rules will have all fraudulent accounts removed and will forfeit any votes made by those accounts.

L... 13th January 2022



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