

SNAP-ON ONLINE COMPETITIONS TERMS AND CONDITIONS

Important Definitions

Competition Period – The period commencing at 12:01 a.m. on the start date and ending at 11:59 p.m. on the end date with such start date and end date being as advertised on the **On-Line Store**.

On-Line Store – Snap-on's on-line store at <https://www.snapon.co.za>

Participant or **you** – a person who enters the **Promotion** in accordance with the **T&Cs**

Prize – The item advertised as the prize on the On-Line Store.

Product – an item offered for sale under the “Monthly Promotions” or the “Factory Outlet Specials” of the **On-Line Store**

Promotion– The competition to win, by lucky draw, the **Prize** by making a qualifying purchase **Product** for R500.00 or more from the **On-Line Store**.

Snap-on or **us** or **we** - Snap-on Africa (Pty) Ltd, a South African company with registration number 1996/003267/07 and principal place of business at Unit 6 Hippo Park, 12 Kubu Avenue, Riverhorse Valley, Durban.

T&Cs - The terms and conditions set out in this document which are to be interpreted in terms of South Africa law.

To enter the Promotion and ‘Snap-up’ a chance to win the Prize, Participants must:

1. Be aged 18 (eighteen) years or older and a South African resident or be a South African registered juristic person.
2. Be a registered user on the **On-Line Store** and when prompted:
 - 2.1. Confirm that you wish to enter the **Promotion**.
 - 2.2. Confirm your contact details (so we can reach you if you are the winner).
 - 2.3. Accept the **T&Cs**.
3. Spend R500.00 (Five Hundred Rand) or more purchasing a **Product** through the **On-Line Store** from one of the following sale categories during the **Competition Period**:
 - 3.1. Monthly Promotions; or
 - 3.2. Factory Outlet Specials
4. Choose one of the payment methods offered and settle your purchase.
 - 4.1 Should you select to settle your purchase by utilising one of the account options (rather than by credit card or EFT) that purchase and its qualification for the **Promotion** is subject to the credit grantor accepting your purchase on the account selected.
 - 4.2. Should you fall into arrears on any payment due for these purchases, all the entries issued to you will be disqualified from the draw.

Promotion entry

5. Purchases from the “Catalogue” sale category of the **On-Line Store** **do not qualify** for the **Promotion**.
6. You will receive one (1) entry per R500 spent on a **Product** to a maximum of 10 (ten) entries for each **Product** purchased (for clarity, a **Product** costing more than R5 000.00 (five thousand Rand) will only qualify for 10 entries).
7. Each entry will each have a unique number issued in sequential order.

The Prize

8. The **Prize** represented by the images in the artwork is for presentation only, the actual **Prize** may differ from those images.
9. The **Prize** is not transferrable and cannot be redeemed for cash, credit or another item.
10. In the event of unforeseen circumstances, Snap-on reserves the right to substitute the **Prize** with a similar item of equal or greater value.

The Draw

11. A qualifying entry number will be drawn by software able to make a random selection within 14 (fourteen) days after the end of the **Competition Period** and that draw will be supervised by a registered auditor selected by us.
12. The **Participant** who was issued that qualifying entry number will be notified telephonically and/or by email using the contact details they confirmed on the **On-Line Store** (see 2.2).
13. Once contacted, that **Participant** becomes the Winner and the qualifying entry number and the Winner's name (if they consent thereto) will be published on the **On-Line Store**.
14. If we are unable to reach that **Participant** after 2 (two) business days with at least two calls and one e-mail being sent, that **Participant** will be disqualified, and the draw of another qualifying entry number will take place as described above until we have a Winner.

15. Any dispute around the **Promotion** must be submitted to Snap-on in writing to zapromotions@snapon.co.za. If we cannot resolve the dispute with you, we will refer it to the registered auditor selected by us to supervise the draw and their decision will be final, and no further correspondence will be entered into.

Awarding the Prize

16. **Snap-on** and the Winner will agree on a time (ideally within 14 (fourteen) days of the date of the draw) and a place (typically the Winner's home or place of work in South Africa) for the hand-over of the **Prize**.

17. The Winner will be required to receive the **Prize** from a **Snap-on** representative in person (nominated representative of a juristic person) and accepts all the risks and rewards of ownership in the **Prize** at that time.

18. The Winner will be asked to consent to Snap-on publishing their name and/or image(s) on the **On-Line Store** and in any advertising and promotional material or digital media for this **Promotion** and any other future competitions/promotions.

19. Should the Winner give their consent, they will have no claim to any compensation or payment in respect of the use of their name and/or image(s).

20. Should the Winner not give their consent the qualifying entry number, image of the **Prize**, name of the town/city where the **Prize** was awarded and phrase "Winner's name and image withheld at their request" will be published as contemplated in clause 18.

Persons who cannot be Participants

21. Entry is not open to any director, employee, dealer, agent of, consultant to, or anyone associated with or affiliated to Snap-on in a direct/indirect manner or otherwise, as well as any supplier of goods or services in connection with this **Promotion**.

22. Entry is also not open to any spouse, life partner, parent, child, brother, sister, business partner or associate of such persons listed in clause 21.

Limitation of risk, legal responsibilities and liability.

23. In terms of Section 36 of the Consumer Protection Act, No 68 of 2008 we advise you that the provisions in this section (clauses 24 to 27 inclusive) limit the obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you and that they limit or exclude your right to recover losses, damages, liability or harm you or others may suffer as a result of your participation in the **Promotion**.

24. Neither **Snap-on** nor any of the persons referred to in clause 21 may be held responsible for any matter which prevents you from entering the **Promotion** or leads to any entry being invalid, including, but not limited to internet connectivity, website down time and technical errors.

25. **Snap-on** shall only be responsible for those costs which these **T&Cs** expressly say that Snap-on will pay. The **Participant** is responsible for costs incurred by it, or arising directly or indirectly from, their participation in the **Promotion**, or from the acceptance, receipt, use or enjoyment of the **Prize** and for any and all applicable taxes and fees.

26. To the fullest extent permitted by law, neither Snap-on nor any of the persons referred to in clause 21 shall be responsible for any loss, damage or injury whatsoever suffered by the **Participant** or Winner, including, but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages or for any personal injury (whether physical or mental) suffered or sustained by the Winner and/or their accompanying person(s) as a result of or in connection with the **Promotion** or the acceptance, use or application of the **Prize**.

27. Participants and the Winner indemnify Snap-on and the persons referred to in clause 21 against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this **Promotion** (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of Snap-on or any of the persons referred to in clause 21 and/or use of the Prize). Should any winner refuse or be unable to comply with this rule and the rules of the competition for any reason, such winner will be automatically disqualified.

General

28. These **T&Cs** will apply should there be any conflict or inconsistency with any other communication we issue relating to the Promotion, including advertising or promotional materials.

29. If any provision of these **T&Cs** is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these **T&Cs** and shall not affect the validity or enforceability of any remaining provisions.

30. For all queries in respect of this Promotion, please contact Snap-on during office hours on 031 569 7600 or via email on zapromotions@snapon.co.za