



HYDRAFORM

HYDRAFORM TERMS & CONDITIONS

WHEN APPLICABLE

Please read these Sale Promotion Terms and Conditions (“Terms and Conditions”) carefully. Participation in this Sale Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Sale Promotion. Please refer to this website for the current Terms and Conditions for this Promotion <http://www.hydraform.com/about-hydraform/legal/sales-terms-and-conditions>

All participants during the term of this Sale Promotion agree to be bound by the following terms and conditions:

1. Sales Promotion:

- a. Purchase a Hydraform Product during the period as specified in the promotion
The promoter of the Sale Promotion is Hydraform Group and its subsidiary companies (Organiser).

2. Sale Promotion Period:

- a. The Promotion will run from dates specified in the promotion as from (“the Sale Promotion Period”).
- b. The duration of the Promotion may be extended or curtailed at the discretion of the Organiser.

3. Who may participate in the Sale Promotion:

- a. All existing Hydraform customers and new potential customers.
- b. Participation in this Promotion excludes the Organiser, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Sale Promotion and their spouses, life partners, parents, children, siblings, business partners or associates.

4. How to qualify for the Sale Promotion:

- a. the participant must:
 - i. Purchase products within the Sale Promotional Period.
However the standard quotation/ sale terms can still apply, for more information please visit <https://www.hydraform.com/wp-content/uploads/2021/10/TERMS-AND-CONDITIONS-ON-THE-WEBSITE.pdf>





- ii. Have registered their details in the Hydraform Customer Relations Management System through the Hydraform sales department or the URL <https://www.hydraform.com/contact-us/> select the head office details.
- iii. Have made 100% payment directly into Hydraform's bank account details or as specified on invoice/ quotation details to purchase the specified product on the expiry of the Promotional period.
- iv. Have valid proof of purchase and may be asked to produce it.

5. Can I qualify more than once for the offer?

- a. The participant can qualify for more than one Sale Promotion provided that all steps in clause 4 have been followed and the transaction takes place during the Sale Promotion Period. Should there be any dispute in this regard, the Organiser shall be sole adjudicator of the dispute and the Organiser's decision shall be final.

6. Offer:

- a. Purchase the advertised product range during the Sale Promotion Period and you can qualify for a special. Offer is not transferable. No substitution, cash redemption, or assignment of the offer is permitted - unless specified.
- b. Other new or existing discounts shall not apply as part of the offer.
- c. The offer may differ from that shown on the promotional material with regard to colour and specs and same shall be subject to availability and in the Organiser's sole discretion to select same.

7. Limitation of Liability:

- a. To the extent permitted by Consumer Protection Act and any other applicable law: The participant (s) hereby indemnifies the Organiser against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Sale Promotion.

8. General:

- a. The promotion will be promoted on various social media platforms such as Twitter, Facebook, LinkedIn and Instagram as well as direct email.
- b. Participants acknowledge and accept that the Organiser shall utilise a third party (the "Organiser's authorized agent/s") to promote Sale Promotion directly to them as well as other Hydraform marketing materials, the Organiser's shall provide the participant's information to such third party.
- c. The Organiser's may in their sole discretion amend these terms and conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the Organiser's website www.hydraform.com/za/promotion. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- d. If this Sale Promotion is interfered with in any way or is not capable of being conducted





as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Sale Promotion as appropriate, subject to the approval of relevant regulatory authorities.

- e. Save as permitted by Law, the Organiser reserves the right to cancel, the right to alter, discontinue or terminate the Promotion, or any aspect of it, at any time, with or without notice, for any reason whatsoever, including without limitation if there has been any printing, production, distribution or other error in the Promotion Communication or on any Social Platform, or where there has been any error in the preparation for or conduct of the Promotion affecting the result of the Promotion or the number of participants or the value of claims.,
- f. This Promotion is governed by these Terms and Conditions as well as the Hydraform Sale Terms and Conditions.
- g. Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of South Africa.
- h. The Organiser accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the offer owing to, but not limited to, stock unavailability, strike, lock out, destruction of offer on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- i. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - i. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
 - ii. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- j. Should you have any questions relating to the terms and conditions of this particular promotion, please contact sales@hydraform.com

