



PARK CENTRAL

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PARK CENTRAL: SOCIAL MEDIA CAMPAIGN COMPETITION (“COMPETITION”)  
COMPETITION TERMS AND CONDITIONS (“Ts” and “Cs”)

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**These Ts and Cs were first published: 03 June 2019**

**These Ts and Cs were last changed: N/A**

**This Competition is conducted and organised by Redefine Properties Limited and subject to these terms and conditions (“Ts and Cs”), as may be amended from time to time. Please read the Ts and Cs carefully and pay special attention to all the terms printed in bold.**



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## 1. The Promoter

- 1.1 This promotional competition ("**Competition**") is organised by Redefine Properties Limited (Registration Number: 1999/018591/06), ("**Redefine**").
- 1.2 **Redefine's decision on any matter relating to the Competition shall be final and binding and no correspondence will be entered into.**
- 1.3 To the extent required, Redefine reserves the right to amend the Ts and Cs by providing reasonable prior notice.

## 2. The Competition

- 2.1 Redefine is inviting the public to:
  - 2.1.1 visit Park Central which is located at 6 Keyes Avenue, Rosebank ("**Park Central**") by scheduling a booking with the property agents listed at <http://www.parkcentral.co.za/enquiry/>
  - 2.1.2 take a selfie in the showroom 2-bedroom apartment / 1-bedroom apartment at Park Central;
  - 2.1.3 upload (post) the selfie referred to above using their Facebook or Instagram accounts ("**Social Media**") using the hashtag #parkcentralliving, #parkcentralrosebank #parkcentrallifestyle in the caption;
  - 2.1.4 tag @ParkCentral along with no less than 3 (three) friends in the post referred to in 2.1.3 that they would invite to an all-expenses paid dinner for the poster and 9 friends on the rooftop garden at Park Central Rosebank (the "**Grand Prize**"); and
  - 2.1.5 challenge the friends referred to in 2.1.4 to also enter the Competition (the "**Requirements**")



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and stand a chance to win a weekly prize of vouchers to the value of R 500.00 (five hundred rand) to R1 000.00 (one thousand Rand) (the “**Weekly Prize**”), as well as the Grand Prize.

### 3. **Competition Rules**

3.1 The Competition is open to any person who:

3.1.1 18 years or older;

3.1.2 has an active Social Media account;

3.1.3 is available to accept the Grand Prize by attending the dinner; and

3.1.4 has met all the Requirements.

(collectively referred to as “**Participants**”).

### 4. **How the Competition will be conducted**

4.1 The Competition will commence on 03 June 2019 and end on 31 August 2019, all days inclusive (the “**Competition Period**”).

4.2 Redefine will track entries submitted in line with the Requirements on the Social Media using hashtags: #parkcentralliving, #parkcentralrosebank #parkcentrallifestyle, tagging no less than three friends along with @parkcentralrosebank.

4.3 At the end of each week during the Competition Period, Redefine will select a Weekly Winner from the entries received in that week by way of a random draw (the “**Weekly Draw**”).

4.4 At the end of the Competition Period, 31 August 2019 all the entries received during the Competition Period from Participants will then be entered into a random draw for selection of the winner of the Grand Prize (the **Grand Prize**).



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**Winner**). The Competition will be overseen by an independent auditor appointed by Redefine (the “**Auditor**”).

4.5 To the extent that an entry is drawn and such entry does not meet all the Requirements, then the draw shall be redone until an entry meeting the Requirements is drawn and such entry shall be the winner for that draw.

4.6 A further 3 (three) Participant entries shall be drawn for each Draw (“**Runner Ups**”) and their details and the order in which they were drawn shall be noted by the Auditor. These entries shall not be announced and shall only be used to replace the initial winner in the event that the initial winner forfeits the Weekly Prize or Grand Prize for any reason. The order in which these entries were drawn will be followed in any replacement of the initial winner.

4.7 All Participants, the Weekly Prize winners and the Grand Prize Winner (the “**Winners**”), agree to be bound by these Ts and Cs, which Ts and Cs will be reasonably interpreted by Redefine or its nominated auditor, whose decision regarding any dispute will be final and binding and no correspondence shall be entered into regarding the decision.

4.8 Redefine reserves the right to amend, modify, change, postpone, suspend (temporarily or otherwise) or cancel this Competition at any time before a winner is chosen or announced for any reason that Redefine reasonably deems necessary.

## 5. **The Prize**

5.1 Each of the Weekly Prize Winners will win vouchers to the value of R500.00 (five hundred rand) to R1000.00 (one thousand Rand) each.

5.2 The Grand Prize Winner will win the Grand Prize of an all-expenses paid dinner for 10 (ten) people (including the entrant) at Park Central.



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### 6. **Awarding the Prize, Transfer, Occupation and Possession of the Apartment**

- 6.1 The Weekly Winners and the Grand Prize Winner will be notified using the Social Media platform they submitted their winning entry through.
- 6.2 Subject to its statutory obligations, Redefine shall not be liable for any defects in the Weekly Prize and/or the Grand Prize save for as a result of gross negligence, misrepresentation or misconduct on the part of Redefine. Subject to its statutory obligations, Redefine will not be responsible for any harm, damage, loss or claim relating to the provision of any element of the Weekly Prize and/or the Grand Prize.
- 6.3 **Redefine will require the Grand Prize Winner and the friends invited to the dinner to sign an indemnity indemnifying Redefine against any harm, damage, loss or claim resulting from their attendance of the dinner.**
- 6.4 Unless otherwise indicated, Redefine shall not be responsible for any costs or expenses which any participant, or any other person incurs incidental to their participation in the Competition or in relation to the Prize. Redefine and its agents accept no responsibility for difficulties experienced by a Participant in submitting an entry to this Competition.
- 6.5 To the maximum extent permitted by law, Redefine does not make any representations or give away warranties, whether expressly or implicitly, as to the Prize, and in particular, but without limitation, Redefine makes no representations and gives no warranty that:



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- 6.5.1 any Participant's entry or participation in the Competition will result in them winning the Prize;
- 6.5.2 the Prize or any aspect thereof, will meet the Participant's unique requirements, preferences, standards or expectations; and
- 6.5.3 the Prize or any aspect thereof, will be satisfactory to any Participant, punctual or free from defects.

## 7. General

- 7.1 For the duration of the Competition Period, a copy of these Ts and Cs can be located, at no cost, as follows:
  - 7.1.1 at the website [www.parkcentral.co.za](http://www.parkcentral.co.za); or
  - 7.1.2 by e-mail at [adamk@redefine.co.za](mailto:adamk@redefine.co.za).
- 7.2 **Redefine reserves the right to amend, modify, change, postpone, suspend (temporarily or otherwise) or terminate the Competition with immediate effect before the end of the Competition Period, if circumstances arise outside of its control. No Participant will have any claim against Redefine as a result.**
- 7.3 Participation in the Competition constitutes automatic acceptance of the Ts and Cs contained herein and Participants agrees to abide by the Ts and Cs.
- 7.4 **Should the Requirements and any other aspect of these Ts and Cs not be met to the reasonable satisfaction of Redefine and/or the Auditor, the Winner will forfeit the Prize and the next Runner Up shall replace the Winner.**
- 7.5 Redefine may invite the Winner to appear in person on stage and/or in the electronic media and/or the print media, and/or to endorse, promote or advertise Park Central, for which no fee, royalty or other compensation will be



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payable. The Winner may decline such an invitation. Redefine will not share any Participant's or Winner's information with any third parties without that party's express permission.

- 7.6 It is the Participant's responsibility to make sure that their entry is received by the Friday of each week for the duration of the Competition Period. Any entry which is not received by Redefine as provided for above will not be eligible to participate, regardless of the reason for the late entry. Redefine shall not be responsible for entries which are not received by it, regardless of the cause thereof. Without limitation, Redefine shall not be responsible for any problems or technical malfunction of any computer on-line systems, servers, or computer hardware or software failure or malfunction, traffic congestion (whether physical, or the internet, telephone lines or any combination thereof) or any other technical or other problems in respect of submitting an entry for the Competition.
- 7.7 Redefine does not sell or rent personal information about individual members to third parties. Redefine may, however, disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as otherwise required by law.
- 7.8 To the extent applicable, the Winner and the 9 friends attending the dinner will be required to adhere to the Requirements and any other requirements by Redefine which may never, at any given time be contrary to the laws governing the Republic of South Africa.
- 7.9 To the maximum extent permissible in law, Redefine shall neither be responsible nor liable for any accident, injury, harm, death, loss or damages of whatsoever nature, howsoever arising, as a result of:



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- 7.9.1 a Participant's participation in the Competition, and/or
- 7.9.2 any person's attendance of the dinner comprising the Prize unless Redefine acted fraudulently or with gross negligence.
- 7.10 Participants are obliged to comply with all applicable laws.
- 7.11 These Ts and Cs and any rights and obligations granted hereunder, cannot be not be transferred, ceded, delegated or assigned by a Participant.
- 7.12 A Participant and/or Winner agrees that Redefine may, at any time, transfer, cede, delegate or assign any or all of its rights and obligations under these Ts and Cs, and that Redefine may do so without the Participant's and/or Winner's consent. Redefine will notify the Participant and/or Winner if it transfers, cedes, delegates or assigns any rights or obligations to a third party. Redefine may sub-contract its obligations without the Participant's and/or Winner's consent and Redefine does not have to inform the Participant and/or Winner if it subcontracts any of its obligations.
- 7.13 These Ts and Cs shall apply for the benefit of and be binding upon each party's successors and permitted assigns.
- 7.14 These Ts and Cs and the relationship between the Participant and Redefine shall be governed by the laws of the Republic of South Africa.
- 7.15 Both the Participant and Redefine agree to submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.
- 7.16 If any part of these Ts and Cs and/or the Competition and/or the Participant's participation in the Competition are regulated by or subject to the Consumer Protection Act, No 68 of 2008 ("**CPA**") or the Protection of Personal Information Act, No. 4 of 2013 ("**POPI**"), it is not intended that any part of these Ts and Cs contravenes any provision of the CPA or POPI. Therefore, all provisions of



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these Ts and Cs must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA and POPI are complied with.

- 7.17 No provision of these Ts and Cs:
- 7.17.1 limits or exempts or purports to limit and exempt Redefine or any other person or entity from any liability (including, without limitation, for any loss directly or indirectly attributable to Redefine's gross negligence or wilful default nor that of any other person acting for or controlled by Redefine) to the extent that the law does not allow such a limitation or exemption;
  - 7.17.2 requires the Participant to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
  - 7.17.3 limits or excludes any warranties or obligations which are implied in these Ts and Cs by the CPA or POPI (to the extent they are applicable) or Redefine gives under the CPA or POPI (to the extent they are applicable), to the extent that the law does not allow them to be limited or excluded.
- 7.18 Redefine's failure to exercise or enforce any right or provision of these Ts and Cs shall not constitute a waiver of such right or provision.
- 7.19 These Ts and Cs makes up the whole agreement between Redefine and the Participant relating to the Competition.
- 7.20 Each provision of these Ts and Cs, and each part of any provision thereof, severable from the rest. As far as the law allows, if any provision of these Ts and Cs, or any part thereof, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these Ts and Cs. The rest of these Ts and Cs will still be valid and remain in force.



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- 7.21 Any questions, comments or complaints regarding the Competition can be directed to Redefine at [adamk@redefine.co.za](mailto:adamk@redefine.co.za).