



PARK CENTRAL

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PARK CENTRAL: WIN A STUDIO APARTMENT COMPETITION (“COMPETITION”)
COMPETITION TERMS & CONDITIONS (“Ts and Cs”)

These Ts and Cs were first published: 1 March 2019

These Ts and Cs were last changed: 28 August 2019

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 any person who purchases a sectional title unit in the proposed scheme to be known as Park Central located at 6 Keyes Avenue, Rosebank (the "Scheme"), and who meets the requirements set out in these Ts and Cs (the "**Requirements**") to enter this Competition and stand a chance to win **one** of the following:

2.1.1 subject to 5.1.1, the non-transferable right to have a studio apartment in the Scheme transferred to them without payment to Redefine; or

2.1.2 subject to 5.1.2, to win the non-transferable right to have the property they have purchased at Park Central furnished by Redefine to the value of R 200 000,00 (two hundred thousand Rand) (the "**Prize**").

3. Competition Rules

3.1 The Competition is open to any person who has purchased at least one sectional title unit in the Scheme, provided that they:

3.1.1 are natural or juristic persons who qualify in terms of the laws of South Africa to be the registered owners of immovable property in South Africa;

3.1.2 in the case of natural persons, they are over the age of 18 and not subject to any legal disability;



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- 3.1.3 in the case of trusts, companies and close corporations or other entity, they are not subject to any legal disability or restriction that would prevent them from participating in the Competition or receiving the Prize;
 - 3.1.4 have complied fully with the terms of the agreement in terms of which they purchase a unit in the Scheme as aforesaid (the "**Existing Agreement**") and that the Existing Agreement is unconditional and enforceable by the parties to that agreement as at the Final Draw Date; and
 - 3.1.5 has completed and submitted an entry form for the Competition before the Closing Date to the agents attending to the sale of units in the Proposed Scheme (the "**Agents**") on behalf of Redefine

(collectively referred to as "**Qualifying Participants**").
- 3.2 The following persons are not eligible to participate in the Competition:
- 3.2.1 a supplier of goods or services in connection with the Competition and/or the Scheme.
 - 3.2.2 any employee, director, member or partner of Redefine or of any group of companies (as defined in the Companies Act 71 of 2008) of Redefine;
 - 3.2.3 any person, directly or indirectly, who controls or is controlled by Redefine and/or immediate family members of any employee, director, member, partner, agent or consultant of or person, indirectly or directly, in control of or controlled by Redefine;
 - 3.2.4 any person who as at the Closing Date (as defined hereunder) of the Competition has not completed an entry form for the Competition; and
 - 3.2.5 any person who does not meet the Requirements

(collectively the "**Disqualified Participants**").



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3.3 By entering or attempting to enter the Competition, each Qualifying Participant and Disqualified Participant (collectively, the “**Participant**”) agrees to receive further communication and direct marketing material from Redefine. A Participant shall be able to opt- out of receiving such marketing materials by indicating their choice to opt-out in the e-mail containing the communication and direct marketing material.

4. **How Redefine will conduct the Competition**

4.1 The Competition will commence at 06h00 on 1 March 2019 and end at 21h00 on 30 September 2019 (the “**Closing Date**”), all days inclusive (the “**Competition Period**”).

4.2 A final draw will take place between 12h00 and 13h00 on a date to be announced following verification of all entries received (the “**Final Draw**”) (the “**Final Draw Date**”), at an event held for this purpose at Park Central (the “**Final Draw Venue**”).

4.3 Every Qualifying Participant shall be entitled to submit one entry per Existing Agreement.

4.4 A Qualifying Participant shall be entitled to submit one further entry for each and every referral resulting in a purchase that complies with the Requirements in every respect on or before the Closing Date by submitting one additional entry form per qualifying referral to the Agents.

4.5 All entries shall be verified by Redefine and/or the Agents to ensure that they comply with the Requirements before being entered into the Final Draw.

4.6 All Qualifying Participants and the winner of the Competition (the “**Winner**”) agree to be bound by these Ts and Cs, which Ts and Cs will be reasonably interpreted by



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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.

4.7 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 The Prize for the Competition will be only **one** of the following Prizes:

5.1.1 **in the event that there are 15 (fifteen) or more Existing Agreements are concluded during the Competition Period and no less than 15 (fifteen) of these Existing Agreements remain in place, are unconditional and enforceable by the Final Draw Date, then the Qualifying Participant entries received shall stand a chance to win the non-transferable right to have a studio apartment in the Scheme transferred to them without payment to Redefine after the Final Draw; or**

5.1.2 **in the event that, less than 15 (fifteen) Existing Agreements are concluded during the Competition Period or less than 15 (fifteen) of Existing Agreements concluded during the Competition Period remain in place, are unconditional and enforceable by the Final Draw Date, then the Qualifying Participant entry/entries received shall stand a chance to win the non-transferable right to have the property purchased by such Qualifying Participant in terms of the Existing Agreement furnished by Redefine to the value of R 200 000,00 (two hundred thousand Rand).**

5.2 There is 1 (one) Prize to be won and 1 (one) opportunity to win the Prize at the Final Draw. The Prize to be awarded will be announced when the Final Draw Date is



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announced and will be determined by the number of unconditional and enforceable Existing Agreements in place by the Closing Date as outlined in 5.1.1 and 5.1.2 above.

- 5.3 To enter and to participate in the Final Draw, a participant must be eligible to participate in the Competition as required in terms of the Requirements and be physically present or represented by an authorised person at the Final Draw Venue on the Final Draw Date in order to accept the Prize.

6. **Selection of the Winner**

- 6.1 The Winner shall be selected from all the Qualifying Participant entries received by way of a random draw conducted by an independent auditor appointed by Redefine (the “**Auditor**”) at the Final Draw Venue on the Final Draw Date.

- 6.2 To the extent that an entry is drawn and such entry does not meet all the requirements the requirement for a Qualifying Participant, then the Draw shall be redone until a Qualifying Participant entry is drawn and such entry shall be the Winner.

- 6.3 A further 3 (three) Qualifying Participant entries shall be drawn (“**Runners-up**”) 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 Prize for any reason. The order in which these entries were drawn will be followed in any replacement of the initial Winner.

- 6.4 The Prize awarded to the Winner at the Final Draw will be transferred and/or registered in the name as provided in Section A of the Existing Agreement and shall be the same person (natural or legal) named on the entry form completed by each participant for the Competition.

- 6.5 While there will be other competitions run by Redefine in respect of Park Central, Participant’s attention is drawn to the fact that this Competition is a stand-alone competition, and as such the Winner shall be selected in terms of these Terms and Conditions and the results of any other competition shall have no bearing thereon.



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7. Awarding the Prize, Transfer, Occupation and Possession of the Apartment

- 7.1 The Winner will be notified in person at the Draw Venue on the Draw Date.
- 7.2 If the Winner:
 - 7.2.1 rejects the Prize;
 - 7.2.2 does not accept the Prize within 5 (five) days of the Redefine notifying the Winner that the Winner has won the Prize; or
 - 7.2.3 ceases to be a Qualifying Participant prior to the date on which the transfer of the Apartment or the property purchased by it in terms of the Existing Agreement is registered in their name at the Deeds Office, then Winner will forfeit the Prize and the next Runner Up shall be the new Winner.
- 7.3 If the Winner accepts the Prize referred to in 5.1.1, the apartment forming the subject matter of the Prize (the “**Apartment**”) will be registered in the name of the person specified in Section A of the Existing Agreement (who must be the same person as the Winner).
- 7.4 If the Winner accepts the Prize referred to in 5.1.2, then Redefine will make appropriate arrangements with the Winner for the delivery of the Prize after the property purchased by the Winner has been transferred and registered in its name at the Deeds Office.
- 7.5 After the Prize referred to in 5.1.1 has been awarded to the Winner, Redefine may require the Winner to provide it and/or its conveyancers and/or other representatives with such additional information and documentation as it may reasonably require for the processing, confirmation and facilitation of the registration of transfer of the Apartment into the name of the Winner at the applicable Deeds Office. If the Winner unreasonably refuses or fails to provide Redefine and/or its conveyancers and/or other representatives with the requested information or documentation within 5 (five)



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business days of such request, the participant will forfeit the Prize and the Winner shall be replaced with the next Runner Up drawn in terms of clause 6.3 above.

- 7.6 Transfer, possession and occupation of the Apartment shall be given on registration of transfer of the Apartment into the name of the Winner.
- 7.7 Subject to its statutory obligations, Redefine shall not be liable for any defects in the Prize and/or Apartment, the transfer of the Apartment or as a result of awarding or failure to award the 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 Prize and/or Apartment or any changes to the Apartment that may be made at any time.
- 7.8 Redefine shall not be responsible for any costs or expenses which any participant, or any other person incurs on behalf of a Participant incidental to their participation in the Competition or in relation to the use of the Prize and/or Apartment save for any costs, taxes or expenses associated with the transfer of the Apartment to the Winner. Redefine and its agents accept no responsibility for difficulties experienced by a Participant in submitting an entry to this Competition.
- 7.9 Furthermore, Redefine shall not be liable for any costs, taxes or expenses associated with the Apartment from the date on which the Apartment is transferred into the name of the Winner at the applicable deeds office.
- 7.10 **The Winner shall conclude a written agreement with Redefine in terms of which Redefine shall dispose of the Apartment to the Winner, it being agreed that the terms of the Existing Agreement shall apply *mutatis mutandis* to this agreement and Redefine's obligations in terms of these Ts and Cs and the Winner's rights in relation to the Apartment.**
- 7.11 To the maximum extent permitted by law, Redefine does not make any representations or give away warranties, whether expressly or implicitly, as to the



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Prize and/or the Apartment, and in particular, but without limitation, Redefine makes no representations and gives no warranty that:

- 7.11.1 any participant's entry or participation in the Competition will result in it winning the Prize;
- 7.11.2 the Prize and/or Apartment or any aspect thereof, will meet the participant's unique requirements, preferences, standards or expectations; and
- 7.11.3 the Prize and/or Apartment, or any aspect thereof, will be satisfactory to any participant, punctual or free from defects.

8. **General**

- 8.1 For the duration of the Competition Period, a copy of these Ts and Cs can be located, at no cost, as follows:
 - 8.1.1 at the website www.parkcentral.co.za; or
 - 8.1.2 by e-mail at AdamK@redefine.co.za.
- 8.2 **Redefine reserves the right to amend, modify, change, postpone, temporarily suspend (temporarily or otherwise) or terminate the Competition with immediate effect before the end of the Closing Date, if circumstances arise outside of its control. No participant will have any claim against Redefine as a result.**
- 8.3 Participation in the Competition constitutes automatic acceptance of the Ts and Cs contained herein and participants agrees to abide by the Ts and Cs.
- 8.4 **Should the Requirements and any other aspect of these Ts and Cs not be met to the reasonable satisfaction of the Redefine and/or the Auditor by the Winner and for the duration of the period that the Winner is chosen and up until transfer**



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of the Prize is effected, the Winner will forfeit the Prize and the next Runner Up shall replace the Winner.

- 8.5 Redefine may invite the Winner to appear in person on stage or/and 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 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.
- 8.6 It is the Participant's responsibility to make sure that their entry/entries are received and verified by Redefine by the Closing Date. Any entries which are not received by Redefine by the Closing Date 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, whether timeously or not, regardless of the cause thereof. Without limitation, Redefine shall not 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.
- 8.7 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.
- 8.8 The Winner will be required to adhere to all requirements of the Competition and those of Redefine which may never, at any given time be contrary to the laws governing the Republic of South Africa.
- 8.9 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 a participant's participation in the Competition, unless Redefine acted fraudulently or with gross negligence.



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- 8.10 Participants are obliged to comply with all applicable laws.
- 8.11 These Terms and Conditions, and any rights and obligations granted hereunder, must not be transferred, ceded, delegated or assigned by a Participant.
- 8.12 The Participant 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 consent. Redefine will notify the Participant 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 consent and Redefine does not have to inform the Participant if it subcontracts any of its obligations.
- 8.13 These Ts and Cs shall apply for the benefit of and be binding upon each party's successors and permitted assigns.
- 8.14 These Ts and Cs and the relationship between the Participant and Redefine shall be governed by the laws of the Republic of South Africa.
- 8.15 Both Participant and the Promoter agree to submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.
- 8.16 If any part of these Terms and Conditions or the Competition 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 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.
- 8.17 No provision of these Ts and Cs:
- 8.17.1 does or purports to limit or exempt us or any other person or entity from any liability (including, without limitation, for any loss directly or indirectly



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attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;

- 8.17.2 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
 - 8.17.3 limits or excludes any warranties or obligations which are implied into these Terms and Conditions by the CPA or POPI (to the extent they are applicable) or which the Promoter 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.
- 8.18 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.
- 8.19 These Ts and Cs makes up the whole agreement between Redefine and the Participant relating to the Competition.
- 8.20 Each provision of these Ts and Cs, and each part of any provision, is severable from the others. As far as the law allows, if any provision of these Terms and Conditions, or part of a provision, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these Ts and Cs. The rest of these Terms and Conditions will still be valid and enforceable.
- 8.21 Any questions, comments or complaints regarding the Competition can be directed to Redefine at AdamK@redefine.co.za.