

## TERMS AND CONDITIONS: RECYCLE, REUSE, REPURPOSE COMPETITION – PARK BOULEVARD SHOPPING CENTRE

### Terms and Conditions:

1. The Recycle, Reuse, Repurpose competition is brought to you by Broll Property Group (“the Promoter”) and their subsidiary registered companies, as well as the Emira Property Fund KZN and their agency, Goldfish Communications.
2. The Recycle, Reuse, Repurpose Competition runs from Wednesday 24<sup>th</sup> April – Friday 24<sup>th</sup> May 2019, culminating in a prize-giving on Tuesday 28<sup>th</sup> May 2019 at 15h00 at Park Boulevard Shopping Centre (“the competition”).
3. The Competition closes on Friday 24<sup>th</sup> May.
4. Entry is open to any primary school learner at any school in Durban (or within 50km radius of the Durban CBD)
5. The competition excludes employees and immediate family members of employees who are employed by any subsidiary of Broll Property Group, their tenants and employees, Emira Property Fund KZN, and Goldfish Communications, and any of their subsidiary registered companies. Advertising agencies are also excluded from entering the competition.
6. The intention of the campaign is to make use of recycled material (plastic bottles, toilet rolls, batteries, bottle tops etc) and to create something that can be physically used as something else. The key is to utilise recycled goods, and to *repurpose them*.
7. Repurposed items can be in any manner, shape or form, but must have been created by the child submitting the artwork.
8. Any entries suspected to not have been made by a child will be automatically disqualified.
9. Entries will have to include the following:
  - a. Name of child
  - b. Name of school child attends

10. All repurposed items are to be stored at your respective school's reception, where it will be collected by a member of the Goldfish Communications team on a pre-arranged date.
11. Prizes include:
  - a. R1 500 for the winning entry
  - b. R850 for the second placed entry
  - c. R500 for the third placed entry
  - d. R5 000 to the winning school
12. Prizes cannot be transferred, substituted, amended or exchanged.
13. Note that no cash will be given in respect of winnings. All winners, and the winning school, will have to provide banking details to which an EFT will be done.
14. The judges reserve the right to change the competition dates without prior notice. In the event of such change, all participants agree to waive any rights they may have in terms of this competition and acknowledge that they have no recourse against the promoters, its agents and/or their promoters.
15. The Competition shall not impose any obligation on the producers to make payment for any tax obligations on behalf of the winner/s to the South African Revenue Services and the winner/s shall bear liability for payment of such tax obligations to the South African Revenue Services. The winner/s indemnifies and holds the promoters harmless from any and all liabilities which may arise in respect of the above.
16. By submitting an entry, entrants accept and unconditionally agree with the above terms and conditions.
17. By participating in this competition, the winner agrees to the publication of their name and photographs for promotional purpose. The prize winner will be required to provide his/her written consent to allow Goldfish Communications, the marketing agency for Park Boulevard Shopping Centre, to publish or distribute their details and photographs where required, as well

as in the event that these will be utilized in further advertising, event marketing or, in respect of this competition, without compensation of any form.

18. The Promoter reserves the right to alter or cancel the competition at its discretion without notice. Broll Property Group, Emira Property Fund KZN and Goldfish Communications shall not be liable for any claim resulting from the alteration or cancellation of the competition.
19. This competition does not create any obligation on the part of Park Boulevard Shopping Centre, Broll Property Group, Emira KZN or Goldfish Communications its agents, employees or shareholders, nor do the participants acquire any rights in law.
20. Unsuccessful participants will have no claim or action whatsoever against Park Boulevard Shopping Centre, Broll Property Group, Emira KZN or Goldfish Communications, its agents, employees or agencies as a result of participating in this competition.
21. For more information in respect of this competition and the Terms and Conditions, please visit <http://www.parkboulevard.co.za>
22. All entrants to this competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoter Broll Property Group, Emira Property Fund KZN and Goldfish Communications, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.
23. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

24. By entering the competition in accordance with its terms, you are entering a promotional competition for the purposes of the Consumer Protection Act, 2008 (“CPA”) and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the promoter/sponsor to comply with its obligations under the CPA including, but not limited to:
- a. providing such personal information as may be required in order to facilitate handing over the prize and
  - b. signing receipt of the prize upon its delivery.