

GREE PRODUCTS LOMO Non Inverter competition survey TERMS & CONDITIONS

1. Introduction:

1.1. These Competition Terms & Conditions (which include the Competition Details) set out the basis for participating in the Competition identified below.

1.2. By entering or participating in the Competition you agree to these Competition Terms & Conditions.

1.1. A Privacy Notice attached to or otherwise provided in connection with these Competition Terms & Conditions should be regarded as part of these Competition terms.

2. Competition Details:

2.1. Promoter:

GREE PRODUCTS SA (Pty) Ltd - 557 15th Road, Randjespark, Midrand, 1685, South Africa

3. Entry Instructions:

To enter, participants will be required to click on the GREE LOMO Non Inverter Competition Survey emailer to be redirected to the competition webpage on the Gree.co.za website. They must complete the survey questions on the page and press the enter button in order to be eligible to be selected as winners of the Competition. Participants must look out for the announcement of winners on the Gree Facebook page and www.gree.co.za website.

3.1. Entrant Requirements Minimum age to participate in the Competition: 18 years. An entrant under 18 years of age must be fully assisted by his/her guardian, who approves of and consents to the participant's participation in the Competition and the participant's receipt/possession of the prize;

3.2. South African residents in possession of a valid identity document.

3.3. Persons who may not enter the Competition: Any of the following:

3.3.1. Employees and directors of the Promoter, including their families and co-habitants;

3.3.2. Shareholders in the Promoter.

4. Opening/Closing Date for Entries:

4.1. Opening Date: 19 September 2019;

4.2. Closing Date: 30 September 2019.

5. Notification of winning:

5.1. Method – email message and telephonic call to notify the winners;

5.2. Timing – Wednesday, 2 October 2019

6. Prizes:

Winners stand a chance to a **Gree LOMO No Inverter air conditioner**. The winner must pick the prize from GREE PRODUCTS SA (Pty) Ltd head office within 15 working days of the winner announcement and completion of the verification process.

7. Selecting Winner(s):

7.1. Winners will be selected at the end of the GREE LOMO Non Inverter air conditioner Competition Survey competition and only a total of one (1) winners will be chosen.

7.2. Determining Prize Winner(s): Participants who have completed at least 1x complete web based online survey will be eligible to be selected by means of a random draw and will be notified by email and confirmed telephonically where the winners will be required to verify their details;

7.3. The winners will be required to provide their name, ID number, copy of their identity document, proof of address, contact details and sign an acknowledgment of receipt of the Prize;

7.4. If they cannot be contacted during the given time, their Prize will be forfeited, and another winner will be selected by random draw;

7.5. Basis of re-allocation if a Prize is not claimed: The Promoter will endeavour to contact the Prize Winner once every day for five (5) consecutive working days after their name is drawn. If the Prize Winner cannot be contacted during this period, the Prize will be forfeited, and another winner will be selected in accordance with the rules. Failure to claim the Prize or a refusal or inability to provide required documentation or comply with any of the Competition requirements after five (5) days of winning notification will disqualify the winner and a new winner will be drawn in terms of these rules;

8. Competition Basis:

8.1. This Competition is limited to legal businesses or residence in the borders of South Africa. In addition, the following people shall not be eligible to participate in this Competition:

8.2. The Competition is

a. open to those meeting the Entrant Requirements;

b. not open to those falling within the description of Persons who may not enter the Competition (even if they meet the Entrant Requirements).

- 8.3. You must follow the Entry Instructions.
- 8.4. You must answer all the GREE LOMO Non Inverter Competition Survey questions. Entries must not be automatically generated by computer or otherwise submitted on an inappropriate basis (for example using multiple names, email or social media accounts to enter).
- 8.5. You may only win one Prize, even where entering on behalf of others – only one Prize can be won by the group of persons/parties. The exception to this rule is where the Competition Details clearly and specifically allow multiple prizes to be won.
- 8.6. The Promoter may at any time extend, suspend or terminate the Competition on reasonable cause (which may or may not relate to an entrant).

9. Entries

- 9.1. Entries that (i) do not comply with these Competition Terms & Conditions; or (ii) are incomplete, corrupted or late, may be rejected, disqualified, removed and/or deleted by the Promoter.
- 9.2. Your entry includes any materials provided as part of or in relation to that entry. Where entry to the Competition involves provision of written, recorded, pictorial or other material in electronic or other form, you must ensure your entry:
 - a. is (i) suitable for public access and in particular does not contain nudity, pornographic, religiously/culturally/politically insensitive or violent content; and (ii) not in breach of applicable laws;
 - b. does not contain or refer to any products or brands other than GREE PRODUCTS SA (Pty) Ltd (unless such inclusion is entirely incidental, not prominent and is reasonably necessary due to the nature of the entry);
- 9.3. You grant the Promoter (i) ownership of any entry; and (ii) a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable right to use, reproduce, distribute, and make derivative works of your entry, in any media and through any media channel. You will not grant these rights to any other party.

10. Responsibility for Entries

To participate in this Competition, Participants must adhere to the following:

- 10.1. If you are submitting an entry on behalf of more than one person/party, you must ensure that you have authority to accept these terms on their behalf and ensure they comply with these terms.
- 10.2. You must comply with these Competition Terms & Conditions and not otherwise unlawfully seek to misuse or tamper with the processes and rules of the Competition.

- 10.3. You hereby indemnify and hold harmless the Promoter and other members of the GREE PRODUCTS SA (Pty) Ltd team (including their respective directors, officers and employees) in respect of all liabilities, losses and damages of any kind resulting from your breach of these Competition Terms & Conditions and/or your participation in this Competition. The Promoter excludes responsibility for those liabilities, losses and damages, although nothing in these Competition Terms & Conditions is intended to limit the Promoter's liability for (i) fraud; (ii) intentional misconduct; or (iii) for death or personal injury caused by its negligence (including that of its employees and agents)).
- 10.4. You must indemnify and defend the Promoter and other members of the GREE PRODUCTS SA (Pty) Ltd team (including their respective directors, officers and employees) in respect of any third party claim that your entry or its use in accordance with these Competition Terms & Conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your breach of these Competition Terms & Conditions.
- 10.5. The Promoter is not in any event responsible for:
 - a. entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind or any other event which is either unforeseen or outside of the Promoter's direct reasonable control;
 - b. your costs of preparing or submitting an entry.

11. Winners:

Participants in this Competition stand a chance to win a once-off prize.

- 11.1. The winner(s) will be notified using the method and within the timing set out in the Competition Details.
- 11.2. The winner(s) must claim their Prize using the method and within the timing set out in the Competition Details. If the Prize is unclaimed after this time, the right to the Prize lapses and the Promoter may offer the Prize to a substitute winner selected in accordance with the method noted in the Competition Details (in the absence of specification, a fair basis which aligns closely with the winner selection method).
- 11.3. The Promoter may (at its discretion or where required by law) provide or publish details of the winner. Requests for provision/publication should be sent to the Promoter contact details in the Details Sheet no later than within ten weeks after the Competition closing date.
- 11.4. In the event of any uncertainty or difference of opinion regarding the administration of the Competition (including the award of Prizes), the decision of the Promoter is final (this does not remove any legal rights).
- 11.5. No correspondence should be entered into between you and the Promoter, unless specifically requested by the Promoter.

12. Prizes:

The Promoter may require proof of identity before releasing any Prize.

- 12.1. Statutory warranties apply but otherwise the Prizes are awarded 'as is' without any warranty, undertaking or guarantee.
- 12.2. The Promoter's commitment is to make Prize(s) available in accordance with and subject to these terms. Consequently, each winner is responsible for any and all:
 - a. fuel, consumables and accompanying items;
 - b. upkeep, licence renewals and ongoing or periodic requirements;
 - c. taxes and other such personal liabilities; and
 - d. matters of physical fitness and capability,as well as any other ancillary matters required for, or arising from, receipt, use or enjoyment of the Prizes.
- 12.3. Winners must adhere to any third-party terms, such as event organiser terms, which apply to the Prize (these will be made available on request).
- 12.4. The Promoter reserves the right to substitute the prize for an alternative of equal or greater value. The Promoter is under no obligation to offer a cash alternative.
- 12.5. If your entry is subsequently disqualified, any Prize granted must be returned at your cost or compensation provided where return is no longer possible.

13. Publicity

- 13.1. Winner(s) will, at the Promoter's reasonable request, participate in publicity relating to this Competition. This may include winner(s) being filmed, photographed and/or interviewed by the Promoter or on its behalf.
- 13.2. Winners shall at all times be entitled to decline the above request. Winners that take part in any publicity campaigns will not be entitled to any payment or other remuneration for such publicity campaign or otherwise. All publicity and other materials will be the sole property of the Promoter.

14. Miscellaneous

- 14.1. Unless expressly stated by the Promoter in the written Competition materials, this Competition is in no way sponsored or endorsed by any third party.
- 14.2. If other language versions of these terms are also made available, the English language version takes precedence in the event of any inconsistency.

14.3. Each provision in these Competition Terms & Conditions is severable. If any provision is held to be invalid or unenforceable by a court or other competent authority, that invalidity or unenforceability will not affect the remainder of these Competition Terms.

15. Contact Details

For further information or enquiries please email our consumer services at marketing@gree.co.za or call us on (011) 545 0700

16. Governing Law and Disputes

16.1. This Competition (including these Competition Terms & Conditions and any related dispute) is governed by and will be interpreted according to the laws of the country in which the Promoter has its registered or primary address as stated in the Competition Details, except to the extent of mandatory laws applicable due to the location or nature of the Competition, Prize or relevant entrant.

16.2. Without restricting anyone from seeking injunctions or other temporary relief in a competent court, if a dispute arises the courts of the country in which the Promoter has its registered or primary address as stated in the Competition Details will resolve the issue, except to the extent you have the right to resolve a dispute in the courts of other jurisdictions due to the location or nature of the Competition, Prize or relevant entrant.