



Green Building Council of South Africa's Standard Terms & Conditions

Rules for My Green Home Lucky Draw Competition

1. The "My Green Home Lucky Draw Competition" (the "**Competition**"), informally known as the "My Green Selfie" Competition, is conducted by the Green Building Council of South Africa (the "**Promoter**"). The My Green Home project is co-funded by the German Government and the prizes awarded in terms of this Competition have been sponsored by product suppliers. By entering the Competition and/or accepting prizes in terms thereof, all entrants and/or winners agree to be bound by these terms and conditions together with any amendments thereto.
2. The Competition is open to all legal residents of the Republic of South Africa who are 13 years of age or older, where not prohibited by law from entering. Entrants under the age of 18 will be required to enter the Competition with the assistance and/or consent of his or her parents and/or legal guardians. The Promoter has the right to verify the eligibility of each entrant as well as whether the necessary consent has been obtained from the parents and/or legal guardians of the entrants, where applicable.
3. This Competition is not open to (i) a director, member, partner, employee or agent of, or consultant of the Promoter or any other person who directly or indirectly controls or is controlled by the Promoter; (ii) a supplier of goods or services in connection with this Competition and (iii) the spouses, life partners, business partners or immediate family members of the parties referred to in (ii). The Competition is not open to the members of the Promoter, being in respect of members who are sole proprietors, that sole proprietors him or herself, excluding any employees of such sole proprietor and in respect of members who are juristic persons, that juristic person (for example a company or close corporation), excluding any employees thereof. For the avoidance of doubt, the employees of these GBCSA members are entitled to enter the competition.
4. **This Competition is in no way sponsored, endorsed or administered by, or associated with, Twitter. Any questions, comments or complaints regarding the promotion of the Competition must be directed to the Promoter and not to Twitter.**

HOW TO ENTER

1. This Competition will open on 12 May 2014 at 17h00 and close on 4 August 2014 at 12h00. Each entry period in respect of the weekly draws for the duration of this Competition will run from Monday at 12h00 until the Monday of the next consecutive week at 12h00.
2. In order to enter this Competition, an entrant must submit either via –
 - 2.1 the Competition page on www.mygreenhome.org.za; or
 - 2.2 through Twitter (handle @mygreenhome),one photograph which meets the description provided on the My Green Home website (www.mygreenhome.org.za) for that specific week's draw . Any further photographs submitted in the same week by the same entrant will not count as an additional entry.
3. By entering this Competition, you take full responsibility for the publishing of your photograph(s) into the public domain and the Promoter and/or its partners will not be held responsible for your photograph(s) being downloaded and/or used by a third party for any reason whatsoever.
4. Where the entrant submits his or her entry via the Competition page as contemplated in clause 2.1 above, such entrant must include his or her contact details as specified. Likewise, where an entrant submits his or her entry via Twitter as contemplated in clause 2.2 above, such entry must include the name of the Province in which the entrant resides as well as the term "*#mygreenselfie*".
5. Each entrant is granted a single entry for both the weekly draw in respect of the week in which such entrant enters the Competition and the grand prize draw upon the close of this Competition.

GENERAL

1. All winners will be selected via a random draw of eligible entries. Each entrant to the weekly draw is eligible to win one prize, and all entrants to the 12 weekly draws will be eligible for the grand prize.
2. The Promoter shall, within its discretion, select a certain number of winners each week with respect of the weekly draws, with a grand prize winner being drawn by the Promoter on 4 August 2014 at 12h00.
3. The Promoter reserves the right to disqualify any entry that it deems to be inappropriate or not in keeping with the description given for the specific weeks' draw.

4. The prize draws will take place as follows –
 - 4.1 in respect of the weekly draws: each and every Tuesday ; and
 - 4.2 in respect of the grand prize draw: on 4 August 2014 ,both of which draws will take place at the Promoter's head office in Observatory, Cape Town. If for any unforeseen reason the draw cannot take place on the aforesaid date, then the Promoter will endeavour to conduct the draw within a reasonable period thereafter and shall provide details of the new draw date on the My Green Home website (www.mygreenhome.org.za).
5. The draws will be conducted by the Promoter's representatives, and will be overseen by an independent third person.
6. The weekly and grand prize winners' names will be announced on the My Green Home website (www.mygreenhome.org.za) and on Twitter. Winners will also be contacted via email or through their Twitter accounts within 24 hours of the relevant draw taking place.
7. Every reasonable effort will be made to contact the winners. Should the organizers be unable to contact the winners after 3 occasions or the winners fail to claim or collect their prize or provide their contact details in respect of delivery of the prizes within 30 (thirty) days of the date of notification, the Promoter reserves the right to award the prize to the next eligible entrant on the same conditions.
8. All prize winners may be requested to have their name, city/region and/or photo published on any marketing material, as well as statements made, but the entrant may decline such an invitation.
- 9. Installation of prizes will depend on (i) what the product sponsor has agreed to contribute towards such installation (by way of arranging and funding thereof); (ii) the location of the winners home and (iii) the nature of the winners home.**
- 10. Accordingly, installation of a prize is not guaranteed by the Promoter and/or the prize sponsor and will only be confirmed once the Promoter has obtained the relevant information from a winner.**
- 11. Where it is possible, the installation of certain prizes shall be undertaken by an installer on behalf of the prize sponsor. The aforementioned installer shall provide a standard installation in respect of such prize, free of charge. In all other instances the winner shall be required to undertake the installation at his or her own expense. The costs of any special or custom installation requested by a winner will be for such winners' own account.**
12. The Promoter shall not be held liable for any loss or damage which may result from the installation of a prize irrespective of whether it is a standard installation or a special or custom installation undertaken by the prize sponsor's installer or the winner him- or herself.

13. The Promoter, its directors, members, partners, employees, consultants, service providers, suppliers, contractors and/or sponsors assume no liability whatsoever for any direct or indirect loss, damage, injury or disappointment arising from an entrant's participation in this Competition, including but not limited to the acceptance of a prize by any of the winners.
14. The Promoter shall not be held liable for any claim in respect of a defect of any of the prizes awarded to the winners in terms hereof and nothing contemplated herein shall be construed as the Promoter providing any entrant and/or winner with a product guarantee or warranty. Any claims with respect to product defects should be addressed with the relevant product sponsor which has supplied the prize.
15. By entering this Competition the entrants and the eventual winners thereof, indemnify, release and hold harmless the Promoter, its employees, directors, funders, partner organizations and officers from and against any actions, claims, liability for injury, loss and damage of any kind resulting from this Competition and/or the prize.
16. Prizes cannot be exchanged for cash or for a prize other than the prize offered. Prizes are, however, transferable to third parties for no financial consideration, provided that the prize winner specifically requests this in writing and the aforesaid request is approved by the Promoter and the sponsor of that particular prize
17. Neither the Promoter nor its sponsorship partners will be liable for any costs or expenses incurred by the entrants in lieu of participating in this Competition or in respect of the prizes being awarded to the winners thereof.
18. If any taxes, levies, duties or any charges whatsoever are levied on a prize by any competent authority, the winner will be liable for such charges and the prize value will not be increased to compensate for such charges.
19. In the event of a dispute, the decision of the judge will be final and binding on all aspects of this Competition and no communication will be entered into in respect thereof.
20. The Promoter reserves the right to terminate, suspend, extend or amend this Competition in the event of any unforeseen circumstances occur which beyond its control. In the event of this Competition being cancelled or suspended, all entrants agree to waive any rights which they may have in terms of this Competition and acknowledge that they have no recourse against the Promoter, the prize sponsors or their partners.
21. The Promoter reserves the right to cancel this competition, or to change the rules at its discretion or to change the prize(s) at any time by publishing such decision on the My Green Home website (www.mygreenhome.org.za). It is your responsibility to check the website from time to time for any such changes.

22. If any entry has been made in any manner which in the Promoter's discretion may provide an entrant with an unfair advantage over other entrants, unless these rules specifically allow such conduct such entrant will be automatically disqualified from this and all future competitions run by the Promoter.
23. A copy of the Competition terms and conditions, as well as the Promoter's privacy policy can be found on the My Green Home website, www.mygreenhome.org.za. Any personal information provided by entrants and/or winners to the Promoter shall be dealt with in accordance with the relevant provisions of the Protection of Personal Information Act, No 4 of 2013.

PRIZES

The prizes are listed as per **Annexure 1** (Weekly Prizes) and **Annexure 2** (Grand Prize) hereto.

This is Version 1 of these Terms & Conditions, dated 12th May 2014.