

# Competition Terms and Conditions

Last updated: 19/09/2024

## 1. General T&C's

Competitions are run by *Helderberg Village Master Homeowners Association NPC* or by *Helderberg Village Properties (Pty) Ltd* (**'Promoter'**) and are not endorsed, sponsored or administered by Facebook or Meta. Facebook and/or Meta and its subsidiaries are not associated with our Competitions / Promotions and is released from any responsibility to entrants or participants. By participating, the Participant (**'You'**) agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decision of the Promoter as final and binding as it relates to the content of the Competition. Acceptance of a prize constitutes permission for the Promoter to use the winner's name, likeness, and entry for the purposes of advertising and trade without further compensation, unless prohibited by law. Any violation of the official rules by the winner (at the Promoter's sole discretion) will result in the winner's disqualification, and all privileges as the winner will be immediately terminated. The Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition should a virus, bug, non-authorized human intervention, fraud, or other cause beyond the Promoter's control corrupt or affect the administration, security, fairness, or proper conduct of the Competition. In such case, the Promoter may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken to suspend the Competition. The Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Competition or website or violates the Terms & Conditions. The Promoter has the right, in its sole discretion, to maintain the integrity of the Competition, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Competition rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should such an attempt be made, the Promoter reserves the right to seek damages to the fullest extent permitted by law. By entering, You agree to release and hold harmless the Promoter and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Competition and/or his/her/their acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Competition; (v) electronic or human error in the administration of the Competition or the processing of entries. Information submitted with an entry is subject to the Privacy Policy stated on the Promoter's website at <https://helderbergvillage.org.za/privacy-policy>. All Participant information downloaded from a third party platform or Social Media Channels is processed by the Promoter in accordance with POPIA and relevant local law. By entering this Competition, You agree to release the Promoter from any liability in the input and storage of personal information You may have entered onto a third party platform or when using features from social channels.



## **2. Specific Competition T&C's**

**Competition name:** Spring Golf Giveaway (20/09/2024 – 07/10/2024)

**Eligibility:** This Competition is open to Participants who **Like AND Comment** on the specific *Spring Golf Giveaway Facebook Post* on *Helderberg Lifestyle Village's Facebook Page* <https://www.facebook.com/HelderbergLifestyleVillage>. Participants who Like AND Comment on the Post will be granted **1 (one) entry**. An additional entry can also be obtained by **Following Helderberg Lifestyle Village's Instagram Page** <https://www.instagram.com/helderberglifestylevillage>. The Competition is open to all Participants 18 (eighteen) years of age or older who are legally residing or located in South Africa. Employees of *Helderberg Village Master Homeowners Association NPC* and *Helderberg Village Properties (Pty) Ltd*, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Competition.

**Entry period:** Entries open on Friday, 20 September 2024 and close at 17h00 on Monday, 07 October 2024.

**Details of prize draw:** The winner will be drawn after 17h00 on Monday, 07 October 2024 by means of an online electronic random results picker tool. The judges' decision is final, and no correspondence will be entered into regarding the draw.

**Winner announcement:** The winner will be announced by Wednesday, 09 October 2024 on *Helderberg Lifestyle Village's Facebook Page* <https://www.facebook.com/HelderbergLifestyleVillage>. Participants are responsible for monitoring the Facebook Page for updates and winner announcements. Attempts will be made to contact the winner via Facebook Post and Facebook Messenger Direct Message, for a maximum period of 5 days. Failure to receive the winner's response within this initial notification period may result in the forfeit of the prize and a redraw.

**Prize details:** A round of golf (18 holes) for 4 (four) players. Actual or appraised value may differ at the time of the prize being awarded. The prize excludes any travel costs and excludes the hire of golf carts, golf clubs, golf balls, or any other golfing equipment. The prize is non-transferable, cannot be exchanged for cash, and is not valid for use in conjunction with other events or promotions. The prize can only be redeemed on Tuesdays, Thursdays, Fridays or Sundays. The prize winner and their guests are required to adhere to *Helderberg Lifestyle Village's* code of conduct when on the premises, as well as *Helderberg Golf Course's* dress code and code of conduct.

**Prize collection & validity:** The winner will be emailed an electronic copy of the prize voucher, which can also be collected in person from the *Helderberg Village Golf Shop*. Proof of identification must be provided when collecting in person and/or redeeming the prize. The round of golf must be booked and played no later than on Friday, 28 February 2025, after which the prize is considered forfeited. Following receipt of the prize voucher, a booking to redeem the prize must be made by calling the *Helderberg Village Golf Shop* on 021 855 8334 during operating hours. Please note that bookings are subject to course availability and adherence to the rules and conditions stipulated above. Cancellations must be done in accordance with *Helderberg Golf Course's* cancellation policy to avoid forfeiting the prize.