

EASYPROPERTIES BLACKBRICK COMPETITION

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Contents

1. INTRODUCTION	3
2. HOW TO QUALIFY FOR THE BLACKBRICK COMPETITION	3
3. COMPETITION PERIOD	3
4. TICKETS IN THE DRAW AND WINNER SELECTION.....	4
5. GENERAL	5

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1. INTRODUCTION

- 1.1 EasyProperties is running a lucky draw competition (“**BlackBrick Competition**”) for all persons who have subscribed for a minimum amount of R100 (one hundred Rand), excluding fees and charges, for shares in the Greenpark Lifestyle Estate initial public offering (“**IPO**”) as listed on the EasyProperties Platform during the Competition Period (defined below) in order to stand a chance to win the rental of a fully furnished one bedroom unit at BlackBrick (located at 25 Fredman Drive in Sandton, Johannesburg) (“**BlackBrick Unit**”) or a fully furnished one bedroom unit at the Rockefeller (located at Christiaan Barnard Street in Foreshore, Cape Town) (“**Rockefeller Unit**”) (whichever is applicable) for a period of one year from 6 January 2021 in the case of the BlackBrick Unit or from the date of occupation in the case of the Rockefeller Unit, with no obligation to pay the monthly rental amount (water and electricity amounts are not included and will have to be paid by the winner).
- 1.2 The BlackBrick Competition is subject to the terms and conditions set out below and is subject to and must be read together with the EasyProperties Terms and Conditions.
- 1.3 **The clauses in these terms and conditions that require your careful consideration are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**
- 1.4 Capitalised terms used but not defined herein will have the same meaning as in the EasyProperties Terms and Conditions.
- 1.5 **By entering the BlackBrick Competition, you agree to be bound by these terms and conditions.**

2. HOW TO QUALIFY FOR THE BLACKBRICK COMPETITION

- 2.1 In order to be entered into the BlackBrick Competition, you must:
- (1) be resident in South Africa and a South African citizen;
 - (2) be over the age of 18 years at the time the Prize (defined below) is awarded;
 - (3) have an active EasyProperties account that has been approved for investing in accordance with the EasyProperties Terms and Conditions;
 - (4) have invested a minimum amount of R100 (one hundred Rand), excluding fees and charges, in the Greenpark Lifestyle Estate IPO as listed on the EasyProperties Platform during the Competition Period;
 - (5) have the financial ability to pay, on a monthly basis, the relevant amount incurred for the consumption of water and electricity at the applicable unit;
 - (6) have the required legal capacity to enter into the lease agreement with the owner of the applicable unit;
 - (7) have a positive reference from a previous landlord, and a favourable credit and criminal record with no judgments granted against you by a South African court with the determination being made in EasyProperties sole discretion.

3. COMPETITION PERIOD

- 3.1 Subject to clause 3.2 below, the BlackBrick Competition will run from 19 November 2020 – 31 December 2020 (“**Competition Period**”).
- 3.2 EasyProperties may reduce or extend the Competition Period in its sole and absolute discretion. You will be notified of same in accordance with clause 5.2.

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4. TICKETS IN THE DRAW AND WINNER SELECTION

- 4.1 Each person who meets the requirements set out in clause 2.1 above will earn one ticket into the BlackBrick Competition for each R100 (one hundred Rand), excluding fees and charges, subscription amount for shares in the Greenpark Lifestyle Estate IPO listed on the EasyProperties Platform, this also includes money that has already been invested in the Greenpark Lifestyle Estate IPO prior to the start of the Competition Period. For example, if you apply for shares during the Competition Period to the value of R200 (excluding fees and charges), you will receive 2 entries into the BlackBrick Competition or if you had already applied for shares in the amount of R200 (excluding fees and charges) before the Competition Period, you will receive 2 entries into the BlackBrick Competition. If you had done both of these examples, you would receive 4 entries into the BlackBrick Competition.
- 4.2 Entries into the BlackBrick Competition close at 17h00 on 31 December 2020.
- 4.3 The winner of the BlackBrick will randomly be selected from the group of entrants using a random number generator on 3 January 2020.
- 4.4 There will be one winner drawn in the BlackBrick Competition. The winner will win the right to occupy a fully furnished one-bedroom unit at the BlackBrick apartment building located at 25 Fredman Drive, Sandton (the BlackBrick Unit), in their capacity as a tenant, for one calendar year from 6 January 2021, rent free (excluding monthly water and electricity consumption which will be for the winner's account) ("**Prize**"). If the winner can't take occupation of the BlackBrick Unit in Johannesburg because they are not located in Johannesburg or are unable to relocate to Johannesburg, the winner can request that the fully furnished one bedroom unit be the unit determined by EasyProperties at the Rockefeller located at 12 Christiaan Barnard Street, Foreshore, Cape Town (the Rockefeller Unit).
- 4.5 In respect of the Prize, the BlackBrick Unit will be available for occupation on 6 January 2021. Prior to taking occupation of the BlackBrick Unit, the winner is required to have:
- (1) signed the lease agreement with the owner of the BlackBrick Unit, in their personal capacity as the tenant; and
 - (2) passed the credit and criminal reference check and have a positive reference from a previous landlord as contemplated in clause 2.1(7) above to the satisfaction of the unit owner and/or EasyProperties.
- 4.6 **If the winner, has not met one or all of the requirements set out in clauses 4.5(1) to 4.5(2) above, EasyProperties reserves the right to immediately cancel and withdraw the Prize from the winner and elect a new winner. The winner agrees to act in good faith and not create delays in providing a positive reference from a previous landlord and the information for the aforementioned credit and criminal reference checks as well as the signing of the lease agreement.**
- 4.7 In respect of the BlackBrick Unit, the period of one calendar year starts on 6 January 2021 irrespective of the date of occupation by the winner and ends on 6 January 2022. In respect of the Rockefeller Unit, the period of one calendar year starts on the date that the unit become available for occupation as notified to the winner by EasyProperties and ends one year thereafter. At the end of the stipulated period, the Prize shall automatically terminate and the lease agreement will terminate and you will be required to vacate the applicable unit with immediate effect.
- 4.8 In the event that the winner has elected the Rockefeller Unit as their Prize, it is expected that occupation will take place in July 2021 however, neither the owner of the Rockefeller Unit nor EasyProperties make any guarantee as to the date the Rockefeller Unit will be available for occupancy.
- 4.9 The winner may not sublet the Prize to any other person without the prior written consent of EasyProperties. If the winner is unable to take occupation of the Prize at the determined dates, the winner may request in writing that EasyProperties find a suitable tenant for the Prize of which the rental proceeds will then go directly to the winner. **If EasyProperties is unable to find a suitable alternative tenant in this scenario for a period of 3 months following the date on which occupation was**

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meant to take place, EasyProperties reserves the right, in its sole and absolute discretion, to immediately withdraw the Prize from the winner and elect another winner. The winner agrees and acknowledges that EasyProperties will not pay them any rental proceeds for the period in which the applicable unit is not tenanted.

- 4.10 In respect of the Prize, the winner will not be compensated for any difference in the rental between the BlackBrick Unit and the Rockefeller Unit.
- 4.11 As contemplated in clause 4.5 above, the lease agreement for the Prize must be signed by the winner prior to taking occupation. The winner agrees and acknowledges that he/she signs the lease agreement in their capacity as the lawful tenant of the applicable unit and shall be bound by the provisions of the lease agreement. **In the event of the breach of any of the provisions of the lease agreement, EasyProperties reserves the right to immediately cancel and withdraw the Prize from the winner.**
- 4.12 **Notwithstanding any provision in these terms and conditions:**
- (1) **the winner acknowledges and agrees that the water and electricity consumed shall be for the winner's account for the period of the year. Should the winner fail to make any payment in this regard, EasyProperties reserves the right to immediately cancel and withdraw the Prize from the winner; and**
 - (2) **the Prize will only be awarded to the winner if the Greenpark Lifestyle Estate IPO listed on the EasyEquities Platform is successful in accordance with its registered prospectus. EasyProperties shall not liable for any direct or indirect losses whatsoever and howsoever arising if the Greenpark Lifestyle Estate IPO fails and the winner is not able to receive their Prize. If the Greenpark Lifestyle Estate IPO is not successful in accordance with its prospectus, no Prize will be awarded by EasyProperties.**

5. GENERAL

- 5.1 There is no entry fee to enter the BlackBrick Competition.
- 5.2 We may, at any time and in our sole discretion, amend these terms and conditions or cancel the BlackBrick Competition. The amendment will be effected by publishing the new version of these terms and conditions on our website or by notifying you via the EasyProperties and/or via email and/or via social media and will apply to the BlackBrick Competition on the date of publication on our website or notification as applicable. **You acknowledge that by continuing to participate in the BlackBrick Competition, you agree to be bound by any new version of these terms and conditions.**
- 5.3 **EasyProperties is not responsible for inaccurate Prize details supplied to any person by any third party who is not a representative or authorised by EasyProperties and connected with the BlackBrick Competition.**
- 5.4 The Prizes are not transferable.
- 5.5 The winner must be able to receive emails or social media messages or phone calls from EasyProperties. The winner will be notified via email and/or social media and/or telephonically from EasyProperties within 7 business days of the winner being selected. If the winner cannot be contacted or does not claim the Prize within 3 business days of notification, we reserve the right to withdraw the Prize from the winner and pick a replacement winner.
- 5.6 **The winner agrees to the use of his/her name and image in any publicity material and has the right to decline the use of his/her image in our marketing material by notifying us in writing within 24 hours after being notified that he or she has won the Prize. Any personal data relating to the winner or any other entrants will be used solely in accordance with current South African data protection legislation(s) and will not be disclosed to a third party without the winner's or entrant's prior consent.**

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- 5.7 This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, Twitter or any other social network. You are providing your information to EasyProperties and not to any other party and EasyProperties will protect your personal information in accordance with applicable law.
- 5.8 **Notwithstanding anything to the contrary, under no circumstances shall EasyProperties and an entrant be liable to one another hereunder for any direct, indirect, incidental, special or consequential damages arising out of or in connection with the BlackBrick Competition. You agree and acknowledge that all investment decisions are your own and made at your own risk and neither EasyProperties will be liable for any direct, indirect, incidental, special or consequential losses or damages arising out of or in connection with your investment decisions.**
- 5.9 The above indemnity will not extend to any loss, expense or damage which arises as a result of the misconduct or negligence of EasyProperties or any director, employee or officer of EasyProperties.
- 5.10 If any clause of these terms and conditions is illegal or unenforceable, that particular clause may be cancelled and the remaining clauses of these terms and conditions will still operate.
- 5.11 **You acknowledge and agree that the copyrights, trademarks, service marks and all other intellectual property or other rights to any information distributed to or received by you whether sent by us or on our behalf, by any means (including but not limited to by internet electronic communication or mobile phone), together with any advertising media, website or other material connected to EasyProperties and the BlackBrick Competition, will remain our sole and exclusive property. You will not permit or facilitate, and will take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in this clause 5.11, however received, to any third party.**
- 5.12 Notwithstanding any provision of these terms and conditions, the winner may not be a director, member, partner, employee, agent or consultant of or any other person who directly or indirectly controls or is controlled by EasyProperties or marketing service providers in respect of the BlackBrick Competition, or the spouses, life partners, business partners or immediate family members. In the event that the winner is any of the aforementioned persons, **EasyProperties reserves the right to draw a new winner until such winner is not any of the aforementioned persons.**
- 5.13 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 5.14 Except to the extent that any provision of these terms and conditions expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of these terms and conditions falls on a day which is not a business day, such right shall be capable of being exercised, or such obligation performed or action taken on the immediately succeeding business day.

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