**TERMS AND CONDITIONS FOR AYESHA REAL ESTATE COMPETITION**

1. **COMPETITION DESCRIPTION**
   1. AYESHA’S REAL ESTATE (Ayesha’s), a real estate agency duly registered with the Property Practitioners Regulatory Authority, holding a valid Fidelity Fund Certificate Number INSERT, with Property Practitioners employed by them ("Property Practitioners"), will be running a competition titled "Sell Your Home Exclusively With Ayesha’s and Stand A Chance to Win R 30,000.00" (the "Competition").
   2. The competition will run from 1 January 2025 to INSERT END DATE (the "Competition Period").
   3. These terms and conditions ("Terms and Conditions") govern your participation in the Competition. Please ensure that you read the Terms and Conditions carefully.
   4. The terms "participant", "you", "yourselves" and "your" are used interchangeably in these Terms and Conditions and refer to persons who participate in the Competition and those participants who may be eligible to receive any prize in terms of these Terms and Conditions.
   5. During the Competition Period, certain immovable property sales concluded by Property Practitioners, mandated by you to sell your property in terms of an exclusive sole mandate and which meet the criteria contemplated herein, will be entered into a lucky draw.
   6. Within 30 days of the end of the Competition Period, the draw will be conducted by Ayesha’s and 1 (one) winner ("Competition Winner") will win a cash prize of R30,000.00 (Thirty Thousand Rands Only) ("Cash Prize"), subject to the Terms and Conditions below.
   7. The Competition Winner will be announced on INSERT DATE and the result will be published online, via Ayesha’s official Social Media platforms, subject to 5.2 below.
2. **PARTICIPATION & ELIGIBILITY**
   1. To be eligible for the entry of your immovable property sale transaction into the lucky draw, the following conditions must be met:
      1. You must grant Ayesha’s Real Estate an exclusive sole mandate to sell your immovable property within the Competition Period;
      2. Such Exclusive Sole Mandate may be granted to any Ayesha’s Property Practitioner;
      3. Your immovable property must be sold by an Ayesha’s Property Practitioner during the period of the exclusive sole mandate and within the Competition Period and the sale transaction in question must become unconditional, that is, all suspensive conditions in the sale agreement must be fulfilled within the Competition Period (for clarity, it is not a requirement that the property be transferred and registered within the Competition Period),

(sale transactions meeting the requirements contemplated in 2.1.1 and 2.1.2 above shall hereinafter be referred to as the "Eligible Transaction(s)").

* 1. Every Eligible Transaction shall constitute a single entry into the Competition. An entry on your behalf will happen automatically once the eligibility conditions are satisfied.
  2. There are no restrictions or conditions for entry into the Competition in respect of:
     1. The immovable property type (i.e. vacant land, freehold property, sectional title units, commercial properties, residential and agricultural properties all qualify);
     2. The quantum of the commission payable to the Property Practitioner in terms of the exclusive sole mandate;
     3. the final sale price; or
     4. the period of the exclusive sole mandate, subject to clause 2.1.2 above.
  3. For an existing exclusive sole mandate (that is, an existing exclusive sole mandate valid as at the start of the Competition Period) to be eligible for entry into the Competition, the exclusive sole mandate will need to be re-signed by you and the Ayesha’s Property Practitioner within the Competition Period.
  4. Any person who owns an immovable property in any jurisdiction where a Ayesha’s Property Practitioner operates is eligible to enter this Competition. This includes natural and juristic persons, and persons resident both in and outside of the Republic of South Africa ("South Africa"). If the Competition Winner is resident outside of South Africa, payment of the Cash Prize outside of South Africa shall be subject to exchange control approval.
  5. The Competition is not open to:
     1. Persons who are employees, directors, members, partners, agents or consultants to Ayesha’s Real Estate (as defined in 4 below), including their spouses, life partners, business partners or immediate family members;
     2. any suppliers of goods or services in connection with the Competition.

1. **THE CASH PRIZE**
   1. The Cash Prize is R 30,000.00 (Thirty Thousand Rands Only).
   2. The Cash Prize will be paid to the Competition Winner within 14 days of the later of:
      1. the lucky draw; or
      2. registration of transfer of the immovable property that is the subject matter of the Eligible Transaction ("Sale Property").
   3. The Competition Winner is responsible for all applicable taxes in any jurisdiction associated with the receipt of the Cash Prize (if any). If any withholding taxes are required to be deducted by Ayesha’s Real Estate under any applicable laws, the Cash Prize will be paid net of the withholding tax amount, which will be paid by Ayesha’s Real Estate to the relevant tax authority.
   4. If the Competition Winner is for any reason unable to accept the Cash Prize, they will forfeit it.
   5. No substitution or exchange of the Cash Prize is offered.
   6. The Cash Prize is not transferable.
   7. The Competition Winner will be contacted using the contact details supplied by the Competition Winner to the Property Practitioner as part of the Eligible Transaction.
   8. The Competition Winner must confirm their acceptance of the Cash Prize in writing and provide its/their banking information to the satisfaction of Ayesha’s Real Estate.
   9. Banking information must be confirmed by provision of a Confirmation of Account Letter from the relevant Bank holding the account.
   10. Only South African Bank Accounts in the name(s) of the respective Competition Winner may be used to receive the Cash Prize. Ayesha’s reserves the right to refuse payment to any person who fails to supply banking details corresponding to the abovementioned criteria.
   11. If the Sale Property has more than 1 (one) owner, then the Cash Prize shall be split amongst the owners in the proportion in which they own the said Sale Property.
2. **LIMITATION OF LIABILITY**   
   4.1 To the maximum extent permitted in law, neither Ayesha’s Real Estate, the Property Practitioner nor any persons related or inter-related (as contemplated in section 2 of the Companies Act 71 of 2008 (as amended)) to Ayesha’s Real Estate, the Property Practitioner nor any of their respective directors, prescribed officers, managers, employees, agents, franchisees, or other persons in respect of whose actions Ayesha’s Real Estate and the Property Practitioners may be held to be vicariously liable or anyone associated with any of them, shall incur any liability to any person for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise, whatsoever or howsoever arising from their participation in this Competition, the use of any Cash Prize or the payment of the Cash Prize (any such prize being utilized at the own risk of the Competition Winner).
3. **PRIVACY AND INFORMATION**
   1. These Terms and Conditions must be read in conjunction with any applicable provisions of Ayesha Real Estate’s Website terms and conditions relating to privacy, data protection, use and disclosure of information, and any applicable law.
   2. Ayesha’s Real Estate may, before or after the Competition Winner is announced, require that the Competition Winner permits the use of their image and/or name in its marketing material and/or broadcasting material relating to the Competition. In the case of a Competition Winner who is a juristic person, Ayesha’s Real Estate shall be entitled to use the image and/or name of the ultimate beneficial owner of the Competition Winner. The Competition Winner has the right to decline to allow their image and/or name to be used as aforesaid. The Competition Winner shall have 5 (five) days from being notified that they are a Competition Winner, to indicate in writing that they will not allow their image and/or name to be used, failing which the Competition Winner shall be deemed to have granted their permission and/or agreed to participate in the manner aforesaid.
4. **DISPUTE RESOLUTION AND JURISDICTION**
   1. In the event of a dispute in respect of any aspect of the Competition and/or these Terms and Conditions, Ayesha Real Estate’s decision will be final and binding and no correspondence will be entered into.
   2. These Terms and Conditions shall be governed by and construed in accordance with South African law.
5. **GENERAL**
   1. Participants who act unlawfully, fraudulently, dishonestly or in breach of these Terms and Conditions shall, in the sole discretion of Ayesha’s Real Estate, be disqualified from participating in the Competition.
   2. The Competition Winner will be selected at random from the lucky draw pool by Ayesha’s Real Estate as contemplated herein. The result of such a lucky draw shall be final and binding on all participants.
   3. If for any reason, the Competition is not capable of running as planned, including without limitation, any cause beyond Ayesha’s Real Estate’s reasonable control, Ayesha Real Estate reserves the right, to the extent permitted by law, to cancel, terminate, modify or suspend the Competition at their sole discretion. Ayesha’s Real Estate will take reasonable steps to notify participants should any modification or cancellation of the Competition become necessary.
   4. Ayesha’s Real Estate, to the maximum extent permitted in law, reserves the right to change the Competition rules at any stage as necessary. Any rule changes will be made official on the Ayesha’s Real Estate’s website.
   5. Any attempt by an entrant to deliberately undermine the legitimate operation of the Competition may be in violation of criminal and civil laws and should such an attempt be made, Ayesha’s Real Estate reserves the right to seek remedies and damages (including legal fees) from any such entrant to the fullest extent of the law, including criminal prosecution.
   6. By entering the Competition, each participant agrees to comply with the rules and the decisions of Ayesha’s Real Estate.
   7. This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act, No 68 of 2008 (as amended) and the regulations promulgated thereunder, which are deemed to be incorporated hereunder ("Peremptory Provisions"). In the event of any conflict between these Terms and Conditions and the Peremptory Provisions, the latter shall prevail.
   8. Any provision of these Terms and Conditions which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.