
Relating to the competition termed: HE-401s (052022)

1. INTRODUCTION

- 1.1. Hydroexchange Advanced Horticulture Pty (Ltd) is running a competition, the terms of which are regulated by these Terms and Condition.
- 1.2. The Entrant may visit www.hydroexchange.co.za in order to obtain more information relating to the Competition.

2. INTERPRETATION

- 2.1. In these Terms and Conditions, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings -
- 2.1.1. "**Hydroexchange**" and "**HydroExchange Advanced Horticulture**" means Hydroexchange Advanced Horticulture Pty (Ltd), a Company with Registration Number (2021/815050/07), duly registered in terms of the laws of the Republic of South Africa, with physical address at 10 Changi St, Highveld, Centurion, 0157, Email Address info@hydroexchange.co.za, and phone number 0814976036;
- 2.1.2. "**Competition**" means the competition as hosted by Hydroexchange Advanced Horticulture Pty (Ltd) the details of which are contained in these Terms and Conditions;
- 2.1.3. "**Confidential Information**" means confidential information in general which relates to both Hydroexchange Advanced Horticulture and/or the Entrant or the Entrant's entry, and other matters which relate to either Hydroexchange Advanced Horticulture Pty (Ltd), the Entrant or the Entrant's entry in respect of which information is not readily available to, or lawfully in the public domain;
- 2.1.4. "**Entrant**" means any person or entity that enter(s) this Competition;
- 2.1.5. "**Final Entry Date**" means 31 July 2022;
- 2.1.6. "**Intellectual Property**" means the expression and/or representation of an intellectual and/or creative process and includes, but is not limited to, any text, images, data, multimedia, ideas, source code, concepts, know-how, data processing techniques, copyrights, trademarks, logos, patents, designs, inventions, whether registered or not;

- 2.1.7. **"Intellectual Property Rights"** shall include, but not be limited to, rights in Intellectual Property attaching to the entry;
- 2.1.8. **"Parties"** means Hydroexchange Advanced Horticulture and the Entrant, and "Party" means either one of them, as the context indicates; and
- 2.1.9. **"Terms and Conditions"** means this document, which governs the rules and regulations pertaining to the Competition.
- 2.2. The provisions of this Competition are governed by the terms set out in section 36 of the Consumer Protection Act 68 of 2008 (hereinafter referred to as the "Act"), together with accompanying regulations.

3. ENTRANT REQUIREMENTS

- 3.1. To be eligible to enter the Competition, Entrants must be:
 - 3.1.1. 18 years old.
 - 3.1.2. South African Citizens.
 - 3.1.3. Willing to fulfil the specific requirements pertaining to the competition entered into.
- 3.2. In order to participate in the Competition, each individual (whether the Entrant is an individual or part of a group) is required to provide Hydroexchange Advanced Horticulture with personal information which shall include:
 - 3.2.1. Full Names
 - 3.2.2. Physical Address
 - 3.2.3. Email
 - 3.2.4. Phone Number

4. PERSONAL INFORMATION

- 4.1. The Entrant will be asked to provide the personal information listed in clause 3.2 above.
- 4.2. Hydroexchange Advanced Horticulture and its affiliates collect and will use the Entrant's personal data listed hereby in order to enable an Entrant's participation in this competition and related online activities.
- 4.3. Completion of a form may be required for entry into the Competition. Subject to the below, all of the personal information provided by an Entrant is collected, processed and used by Hydroexchange Advanced Horticulture solely for the purpose of the Competition. The storage and

use of your personal information always occur in accordance with the applicable data protection laws.

- 4.4. Entrant's personal data will be available exclusively for marketing purposes of Hydroexchange Advanced Horticulture, its affiliates and subsidiaries and, by participating in the competition, you expressly consent to the transfer, storage and processing of the personal information in South Africa.
- 4.5. Hydroexchange Advanced Horticulture keeps the personal information in order to fulfil the purposes for which it was collected or as required by applicable laws or regulations.

5. ENTERING THE COMPETITION

- 5.1. The Competition runs from 1 May 2022 to 31 July 2022. No late entries will be accepted.
- 5.2. Entries are to be made by no later than 31 July 2022.
- 5.3. By entering this Competition, the Entrant agrees to, and is bound by, the contents of these Terms and Conditions.
- 5.4. Entrants may not enter the Competition more than once.
- 5.5. To enter the Competition, the Entrant is required to:
- 5.5.1. Register on our website and do one (or both for a second entry) of the tasks below.
 - 5.5.2. Follow us on Instagram, like our page, post the competition to your story and tag 3 friends, and/or;
 - 5.5.3. Follow us on Facebook and invite 3 friends to our page.

6. DISQUALIFICATION OF AN ENTRANT AND CANCELLATION OF THE COMPETITION

- 6.1. Any Entry which:
- 6.1.1. is submitted after the Final Entry Date;
 - 6.1.2. does not meet the criteria provided above;
 - 6.1.3. is incomplete;
 - 6.1.4. contains incorrect or inaccurate details; and/or

- 6.1.5. in the event of fraud by any Entrant, may result, at the discretion of Hydroexchange Advanced Horticulture, in the Entrant being disqualified.
- 6.2. Hydroexchange Advanced Horticulture further reserves the right to cancel, postpone or modify the terms relating to the Competition, in part or in their entirety, in the event of technical difficulties being experienced, or the integrity of the Competition being compromised for any reason whatsoever.
- 6.3. Hydroexchange Advanced Horticulture may, in its absolute discretion, disqualify an otherwise valid entry if, in the reasonable opinion of Hydroexchange Advanced Horticulture, the Entrant has not complied with these Terms and Conditions or the entry process.
- 6.4. In the event of Hydroexchange Advanced Horticulture having to take the action as encompassed in clause 6.2 above, Hydroexchange Advanced Horticulture shall not be liable to any Entrant for any damages which may have been caused to such Entrant for any reason whatsoever.

7. SELECTION

- 7.1. The Competition will have 1 winner.
- 7.1.1. Winner(s) will be announced on 15 August 2022.
- 7.2. The winner(s) will be randomly chosen via a HydroExchange method of selection.

8. PRIZE

- 8.1. The prize is:
- 8.1.1. not transferable, exchangeable or redeemable for cash;
- 8.1.2. subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
- 8.1.3. subject to any terms and conditions of Hydroexchange Advanced Horticulture or any third party providers which the prize winner must agree to before accepting the prize;
- 8.1.4. claimable up to 7 days after the winner has been announced; and
- 8.1.5. exclusive of any additional costs and liabilities incurred by the winner that are not expressly stated as forming part of the prize including, but not limited to, spending money, some meals, taxes, travel extensions, tips & gratuities, personal, property & health insurance, transport, items of a personal nature, in-room charges, wifi, losses, damages, claims, legal costs and increased personal taxation liabilities.

- 8.2. The prize will comprise the following: HE – 401s
- 8.3. The prize will be presented to the Entrant having the winning entry. The winner will receive their prize no later than 21 days after the announcement of the winner.
- 8.4. Hydroexchange Advanced Horticulture shall not be liable for making any payment to the necessary authorities in respect of any taxes or imposts that may become due in respect of the prize.
- 8.5. Hydroexchange Advanced Horticulture may select an alternative winner to replace any subsequently disqualified winner, or a winner who does not claim their prize within a reasonable period of time or after the lapse of 7 days from being notified.
- 8.6. The decision of Hydroexchange Advanced Horticulture will be final and binding. No correspondence will be entered into or comment issued on any matters concerning the Competition, and no reasons given for any decision made.

9. PUBLICITY IN RESPECT OF ENTRANTS AND WINNERS

- 9.1. Winner may be publicized together with the details of the Competition on, among others, spaces, websites and/ or social media accounts of Hydroexchange Advanced Horticulture. The winner may further be requested to take part in interviews, online talks and the like as organised by Hydroexchange Advanced Horticulture, publicity campaigns of Hydroexchange Advanced Horticulture, as well as to allow their names and likeness to be used by Hydroexchange Advanced Horticulture for promotional purposes.
- 9.2. The winner agrees that he/she shall receive no financial compensation, nor shall there be any financial recourse against Hydroexchange Advanced Horticulture by Hydroexchange Advanced Horticulture's use of the winner's photographs, names or likenesses for promotional or advertising purposes.
- 9.3. All Entrants, including the winner, as the case may be, indemnify Hydroexchange Advanced Horticulture, its advertising agencies, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever, whether in contract, delict or otherwise, arising out of and/or from their participation in any way in this Competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of Hydroexchange Advanced Horticulture) and/or use of the prize.

10. CONFIDENTIALITY

- 10.1. By the Entrant entering the Competition , both Hydroexchange Advanced Horticulture and the Entrant shall acquire considerable Confidential Information relating to each other, and the entry.
- 10.2. Each Party's Confidential Information is of considerable value to it and each Party is entitled to protect their Confidential Information.
- 10.3. It is understood and agreed that, in the event that Hydroexchange Advanced Horticulture uses the Entrant's Confidential Information, then the Entrant may suffer considerable loss, and vice versa.
- 10.4. In order to protect the interest of each Party, both Parties undertake that they will not reveal to any person, firm, or corporation, the Confidential Information, procedures or dealings or any information concerning Hydroexchange Advanced Horticulture, the Entrant or the functions of the entry (as the case may be) and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to either Party.
- 10.5. It is agreed that the undertaking given by the Parties in terms of this 10 will not apply to any information:
 - 10.5.1. which was already known to or in the possession of either Party prior to the launching of the Competition; or
 - 10.5.2. which has become part of the public domain by publication or otherwise, other than by the negligence or default of the defaulting Party; or
 - 10.5.3. which has lawfully become known by either Party on a non-confidential basis from a source (other than the Entrant or Hydroexchange Advanced Horticulture) having the legal right to disclose same.
- 10.6. For the sake of clarity, the provisions of this 10 restricting the disclosure and use of such Confidential Information, shall apply to both Parties and to any other entity or person associated, or to be associated, with either Party and which may lawfully, or otherwise, be in possession of such Confidential Information.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. All Intellectual Property Rights together with all rights, title and/or interest therein attaching to the entry shall be vested in Hydroexchange Advanced Horticulture and the Entrant shall have no right or title thereto nor shall it exploit any ideas, concepts or activities that could be construed to comprise Intellectual Property Rights arising from the entry without written consent having been received from the Entrant's entry.
- 11.2. Insofar as an Entrant may have access to any Intellectual Property relating to Hydroexchange Advanced Horticulture, all Intellectual

Property Rights together with all rights, title and/or interest therein attaching to Hydroexchange Advanced Horticulture shall remain vested in Hydroexchange Advanced Horticulture and the Entrant shall have no right or title thereto nor shall it exploit any ideas, concepts or activities that could be construed to comprise Intellectual Property Rights arising from the Competition without written consent having been received from Hydroexchange Advanced Horticulture.

12. NATURE OF THE RELATIONSHIP

- 12.1. Nothing contained in these Terms and Conditions, nor the outcome of the Competition shall be construed as creating a partnership between the Parties.
- 12.2. Irrespective of the outcome of the Competition, the Entrant shall not present itself as an agent or representative of Hydroexchange Advanced Horticulture or vice versa.
- 12.3. Neither Party shall have the right to bind the other legally, financially or in any other manner whatsoever.

13. LIABILITY

- 13.1. To the fullest extent permissible by law, Hydroexchange Advanced Horticulture will not be liable for any losses however arising and whatever the cause including, but not limited to, loss of data, business or profit as a result of an Entrant participating in the Competition, or arising out of these Terms and Conditions.
- 13.2. Both Parties acknowledge that they shall each bear their own liability arising as a result of their own unlawful conduct, wilful misconduct, negligence and/or gross negligence.

14. NOTICES AND DOMICILIUM

- 14.1. The Parties choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary for these Terms and Conditions, the following:
 - 14.1.1. Hydroexchange Advanced Horticulture: As per clause 2.1.1. above;
 - 14.1.2. The Entrant: As provided when entering.
 - 14.1.3. All notices to be given in terms of this Agreement will:
 - 14.1.4. be given in writing;
 - 14.1.5. be delivered by email, facsimile or sent by courier;

- 14.1.6. if delivered, be presumed to have been received on the date of delivery.
- 14.2. If any notice is sent by email, the provisions of the Electronic Communications and Transactions Act 25 of 2002 governing receipt of data messages, shall apply.
- 14.3. Notwithstanding the above, any notice actually received by the party to whom notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has been given in accordance with the provisions of this clause.

15. GENERAL

- 15.1. These Terms and Conditions and the relationship between the Parties hereto shall be regulated entirely by the laws of the Republic of South Africa.
- 15.2. The Parties agree to submit any dispute or difference between them arising out of these Terms and Conditions, should it not be resolved informally, to a court of appropriate jurisdiction in the province of Gauteng, South Africa, being the province in which Hydroexchange Advanced Horticulture is based.
- 15.3. Each provision in these Terms and Conditions is severable from all other provisions, notwithstanding the manner in which they may be linked together, arranged in the context or grouped grammatically, and if in terms of any judgment or order of court any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, that provision, phrase, sentence, paragraph or clause shall be severed from the other, but the validity of the remaining provisions, phrases, sentences, paragraphs and clauses shall not be effected and shall nevertheless continue to be of full force and effect.
- 15.4. These Terms and Conditions constitute the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, are binding on the Parties.
- 15.5. No addition to, variation or consensual cancellation or novation of these Terms and Conditions and no waiver of any right arising from these Terms and Conditions, or its breach, shall be of any force or effect unless reduced to writing and approved by Hydroexchange Advanced Horticulture.