



Terms & Conditions_The #onyxopens Competition:

1. The promoter is: Newmark Hotels (Pty) Ltd (Newmark) whose registered office is at:
2nd Floor
Merchant House
19 Dock Road
V&A Waterfront
Cape Town
8001
South Africa
2. The competition is open to residents of South Africa and people in South Africa not requiring flights and/or other transportation in order to redeem the prize, aged 18 years or over, except employees of Newmark and their close relatives and anyone otherwise connected with the organisation or judging of the competition.
3. There is no entry fee, and no purchase is necessary to enter this competition.
4. By entering this competition, the entrant agrees to be bound by these terms and conditions.
5. **Entry:** The competition must be entered by submitting the online form provided at <http://newmarkhotels.com/places/residences/the-onyx/#competition-tab>. The entrant must be following @NewmarkHotels and @TheOnyxCapeTown on Facebook in order to enter. The entrant must fulfil all competition requirements, as specified, to be eligible to win the prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Newmark.
6. **Prizes:** The specifics of the prize shall be solely determined by Newmark. No cash or other prize substitution shall be permitted except at Newmark's discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all taxes, shall be the sole responsibility of the winner. No substitution of the prize or transfer/assignment of prize to others or request for the cash equivalent by the winner is permitted. Acceptance of the prize constitutes permission for Newmark to use the winner's name, likeness, and entry for the purposes of advertising and trade without further compensation, unless prohibited by law. Stay period: 01 - 27 December 2018 and 06 - 31 January 2019.
7. **Winner Selection and Notification:** The winner will be selected by a random drawing process under the supervision of Newmark. The winner will be notified by email within five (5) days following selection of the winner. Newmark shall have no liability for the winner's failure to receive notices due to spam, junk email or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information. If the winner cannot be contacted, is ineligible, fails to claim the prize within one (1) working week from the time the award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternative winner selected. The promoter will notify the winner when and where the prize can be collected/is delivered. Receipt by the winner of the prize offered in this competition is conditioned upon compliance with any and all local laws and regulations.
8. The competition and these terms and conditions will be governed by South African law and any disputes will be subject to the exclusive jurisdiction of the courts of South Africa.
9. The winner agrees to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current South African data protection legislation and will not be disclosed to a third party without the entrant's prior consent.



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10. **This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or any other social network.** You are providing your information to Newmark and not to any other party.
11. Newmark shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions. Such change shall be effective immediately upon posting to this webpage.
12. Newmark also reserves the right to cancel the competition if circumstances arise outside of its control.