



## **HOMESLEA REAL ESTATE PRIVATE LIMITED INVEST AND WIN CAMPAIGN**

### **TERMS AND CONDITIONS FOR THE HOMESLEA 'INVEST AND WIN' CAMPAIGN**

The following terms and conditions apply to the Homeslea Real Estate Private Limited "Homeslea" 'Invest and win' campaign (the "campaign"). By participating in the campaign, you will be deemed to have read, understood and accepted these terms and conditions.

**Products in-scope:** All series 2022 Crowd Notes

**Condition Precedent:** The prizes become due in the event of a full subscription to Series 2022 Crowd Note Issue (to the tune of US\$7,200, 000/Seven million two hundred thousand dollars)

**Campaign period:** 01 November 2022 to 30 November 2024. All Crowd Notes initiated (signed) within the timeline are eligible for the qualification.

### **ELIGIBILITY**

1. Clients who have cancelled the purchase during before payment will not be eligible for the prize.
2. Only individuals and Trusts are eligible to participate in the campaign.
3. An individual or Trust shall be eligible for one prize only for this campaign.
4. This campaign is not for investors investing solely for this campaign.
5. Prize will be rewarded to holders of valid issued crowd notes and distinct Investor numbers.

(Note: Any staff of Homeslea is not eligible to participate in the campaign).

### **PRIZE TO BE AWARDED**

1. Prizes will be given upon complete assessment by Homeslea that (i) eligibility criteria set out has been complied with (ii) and all terms and conditions are complied with.

2. Winners will be informed by Homeslea for claiming the prize. Prizes will be awarded after the end of the first phase of the development of Rent to Own Homes.

**3. The following Prizes may be awarded:**

a First Price: One-bedroom Garden Flat

b Second Price: Studio two Apartment

c Third Price: Studio one Apartment

4. The prizes do not include items and costs outlined below. Note: This is not an exhaustive list:

- Cost of securing title deeds
- Building Insurance
- Levies
- Taxes and utilities
- Furniture and fittings
- Winner Travelling expenses
- Expenses incurred before or after the official program
- The Prize may change subject to Homeslea's discretion.

5. Homeslea bears no responsibility for any loss, damage, injury, negligence etc. because of occupation or ownership of the prize.

6. For foreign investors, the Prize winner is solely responsible for obtaining all necessary travel documentation to travel to Zimbabwe (and any other transit locations as required) including passports

and visas. All insurance, taxes, and other expenses as the case may be, are not included in the Prize and the cost shall be borne by the Investor. Homeslea is not responsible for any consequences, including costs incurred, if the Winner's visa application is rejected or not approved in time for travel.

## **GENERAL TERMS**

1. Homeslea reserves the right to:
  - a. Decline to reward you in the event that we determine that any of the requirements or the terms and conditions for the campaign had not been complied with;
  - b. Further, Homeslea reserves the right to cancel or amend the campaign and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any anticipated law or regulation or any other event outside Homeslea's control. Any change to the campaign would be notified as soon as possible by Homeslea. In the event of such change or termination, clients agree to relinquish their rights in respect to the campaign and acknowledge that they will have no recourse against Homeslea.
  - c. to vary, modify, add or delete any of the terms and conditions governing any of the winning prize(s) of the 'Invest and win' campaign, including terminating or withdrawing this campaign and/or substituting the winning prize(s) with any item which may not be of an equivalent or similar value and/or;
  - d. to cancel or change any elements (including dates) of the campaign at any time due to, and not limited to, technical, unauthorized human intervention or any other reason(s) deemed appropriate at the discretion of Homeslea, by posting any such variation, modification, addition, deletion, cancellation or change on the Homeslea website.
2. The decision to invest in the Crowd Note shall be based on your own independent assessment of the risks associated with investing in a particular product including but not limited to issuer risk, sovereign risk, market risk and price risks and based on your suitability assessment.
3. Homeslea and its affiliates shall not be held responsible in any manner whatsoever to any person, including but not limited to, the Investor(s), beneficiary or any third party with respect to the performance of the Crowd note
4. Homeslea assumes no liability for any direct or indirect loss or damage of any nature in connection with your participation in this campaign (whether due to negligence or otherwise).
5. We reserve the right to shorten, terminate or extend this campaign anytime due to any special or unforeseen circumstances without a notification to the participants. In such event, you waive any

rights, which you may have against us and you acknowledge that you will have no recourse or claim of any nature whatsoever against us.

6. To avoid Misunderstanding and doubt, the right to terminate given in clause 23 can be utilised in the event of failure to reach the maximum target of the Crowd Note issue i.e. Homeslea shall terminate the campaign if the amounts invested by investors do not reach US\$7,200, 000 (Seven million two hundred thousand dollars)

7. Homeslea makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Prizes and assumes no liability or responsibility for the acts or omissions of the Homeslea staff or any non-performance or defects in the Prizes.

8. Homeslea shall not be responsible for, and the Nominees hereby agree to release and hold Homeslea harmless for, any expenses, loss (whether foreseeable or not), claim or damage (including death or personal injury) suffered or incurred (whether in common law or equity) arising from or in connection with, directly or indirectly, the Prize and/or this Promotion, to the fullest extent permitted by law.

9. The Prizes are non-redeemable for cash, credit and/or any other items, as announced by Homeslea. The Prizes are strictly non-transferable and non-assignable and non-exchangeable, whether in full or in part. Homeslea reserves the right to replace or substitute the Prizes with any item of equivalent or similar value, without prior notice or reason (and Homeslea shall not be obliged to disclose its reason).

10. Homeslea reserves the right to determine in its sole and absolute discretion all matters arising out of or in connection with the Promotion, including your eligibility for any of the Prizes. Homeslea's determination of all matters relating to this Promotion shall be final, conclusive and binding and no appeal or objection or correspondence on any other grounds will be entertained (and Homeslea shall not be obliged to disclose its reason for such determination).

11. In the event of a dispute, our decision will be final and binding on all aspects of this campaign and no correspondence will be entered into. Homeslea will not be liable whatsoever for any decision taken in such an event.

12. Homeslea may also announce the names of the Client who have been selected as the winners on Homeslea's social media platforms / website.

13. Complaints can be raised by calling our 24-hour Client Centre on +263775111808 or by sending an email to [investwin@homeslea.co.zw](mailto:investwin@homeslea.co.zw)

14. These terms and conditions are supplementary to Homeslea's Investor Agreement Terms and Conditions applicable to all investors, including the Investor Privacy policy and Terms of Service. In the event there is any conflict between these terms and conditions and the Investor Agreement Terms, the Investor Agreement terms and conditions shall apply.

15. All the information you give to us or any member of Homeslea is confidential and shall only be used and released as provided for in the Investor Privacy Policy as well as the Investor Terms of Service.

16. The campaign shall be governed by the laws of Zimbabwe.

## **PRIVACY**

17. We are committed to respecting and protecting the privacy of the information we collect from you in compliance with the applicable laws and regulations on data use and privacy. Our privacy policy as updated from time to time, explains how we treat your personal data and protect your privacy when you use our services and can be found on Privacy Policy on <https://homeslea.co.zw/investor-privacy-policy/>

## **AMENDMENT**

18. These terms and conditions and any update or amendment to them including amendment to the privacy policy will be available on Homeslea's website <https://homeslea.co.zw/investor-privacy-policy/> will take effect from the date of amendment.