Oficea promotional lottery Terms and Conditions

- This promotional lottery is conducted by Oficea Company Limited (hereinafter referred to as "Oficea") having its registered office at Vivea Business Park, Moka and duly licensed by the Gambling Regulatory Authority in accordance with the laws of Mauritius.
- 2. The lottery is open to all Mauritian citizens aged 18 years or over (a "Participant") owning a smartphone.
- 3. The opening date for entries is on the 1st of October 2024. The closing date of the **lottery** is midnight on the 31st of March 2025. Entries received after this time will not be considered.
- 4. All entries must be submitted through the web application developed on behalf of Oficea ("the **App**"). Oficea reserves the right to change the application used for the lottery at its discretion. By entering the lottery a Participant agrees that, should Oficea elect to do so, all his entries shall be taken over on the new application.
- 5. For every Rs 500 spent with any of the retailers operating at La Promenade Telfair and listed in the App the Participant shall receive one lottery ticket. For the avoidance of doubt:
 - a. In the event the total amount detailed in one receipt is over Rs 500 but does not reach the next Rs 500 the Participant shall receive only one lottery ticket;
 - b. The Participant shall not be able to combine multiple receipts to reach Rs 500;
 - c. Each lottery ticket is nominative and will be attributed only to the individual who successfully entered the lottery following the process described below.
- 6. To enter the lottery the Participant shall:
 - a. Download the App on his smartphone;
 - b. Create an account;
 - c. Get a receipt ticket from a retailer;
 - d. Have his receipt ticket stamped by the retailer or request an Oficea hostess at the information desk during weekdays between 8am and 17pm to have his receipt ticket stamped for the lottery;
 - e. Scan and upload his receipt ticket on the App by ensuring that the entire receipt ticket is visible and that the receipt ticket number is legible;
 - f. Fill in all mandatory fields on the App;
 - g. Comply with all instructions given by the App to submit his receipt ticket; and
 - h. Ensure that he receives a confirmation email stating that his receipt ticket has been successfully uploaded on the App.
- 7. Each receipt ticket uploaded on the App shall be subject to the validation of Oficea and any receipt ticket may be rejected by Oficea if not compliant. To validate the receipt ticket, Oficea will, *inter alia*, cross-check the receipt ticket with the retailer's records. If the receipt ticket is validated by Oficea, the Participant will be assigned a lottery ticket number by the App. The Participant shall be able to track his receipt ticket on the App up to the point of validation. The validation process shall not exceed 40 days following the upload of the receipt ticket by the Participant. For the avoidance of doubt, only the

lottery ticket number assigned by the App for the draw will be considered, to the exclusion of the original receipt ticket.

- 8. Oficea accepts no responsibility:
 - a. for entries not successfully completed due to a technical fault (technical malfunction, satellite, network or server failure) of any kind;
 - b. if the receipt ticket has been stolen prior to the Participant complying with clause 6 above.
- 9. A winner will be chosen by random draw on the 9th of April 2025 ("**Draw Date**") at the Mauritius Turf Club Sports & Leisure under the supervision of designated inspectors of the Gambling Regulatory Authority (or at any other venue duly approved or licensed by the Gambling Regulatory Authority).
- 10. The winning lottery ticket of the winner will be:
 - a. announced at Telfair La Promenade, Moka (near the Chimney) on a date to be communicated fifteen days in advance by Oficea via the App and in 2 daily local newspapers.
 - b. made available on our digital platforms and published in at least two daily local newspapers.
- 11. Subject to clause 14 below, the winner of this lottery will receive an unfurnished apartment situated in Telfair Views, Telfair, Moka which public selling price is Rs 5,970,000 and which shall:
 - a. be situated on the first floor of Unit 31 facing south;
 - b. comprise 2 bedrooms and 1 bathroom and span over a total net area of 50.4 sqm and a total gross area of 53.1 sqm;
 - c. be delivered in a shell condition that is with only flooring, one sanitary, one shower, one sink, electrical points for lighting, and electrical outlets, all chosen at the discretion of Oficea; ("the **Prize**")
- 12. The winner shall have 60 days to claim the Prize in person at The Hybrid, Workshop17 Telfair, Telfair, Moka upon presentation of their National Identity Card or Passport failing which clause 16 will apply.
- 13. Once the winner has claimed the Prize, the winner shall communicate to Oficea all documents requested by it for the purpose of carrying out the relevant KYC checks.
- 14. Delivery of the Prize shall be conditional upon:
 - a. Successful completion of all required KYC checks in respect of the winner;
 - b. In the event the winner is not a citizen of Mauritius, appropriate authorisations being sought by the winner and granted by the relevant authorities; and
 - c. Compliance with any other conditions imposed by law for a transfer of property in Mauritius.
- 15. Should any of the conditions detailed in clause 14 not be satisfied, the winner shall not be transferred the Prize nor receive any cash compensation and shall have no claim

of whatsoever nature against Oficea, any related company to Oficea (the term related company having the meaning ascribed to it in the Companies Act 2001), together with their respective directors, employees, agents and/or *préposés*.

- 16. Unclaimed Prize will be handled in accordance with applicable laws.
- 17. Telfair Views being currently under construction, the winner shall be transferred the Prize as and when the constructions are completed. Although at the time of this lottery the Prize is scheduled to be ready in March 2025, delays might occur, and the winner shall have no claim against Oficea, any company related to Oficea as defined by the Companies Act 2001, together with their respective employees, directors, agents, *préposés*, in the event any delays occur in the delivery of the Prize.
- 18. Registration dues, land transfer tax, notary fees and any other fee, tax, levy directly related to the transfer of ownership from Oficea to the winner will be borne by Oficea. Following the transfer of ownership to the winner, any other fee, cost, expense, tax, levy related to ownership and subsequent transfer of the Prize will be for the account of the winner.
- 19. The Prize being a condominium unit, the winner shall be bound to adhere to the "règlement de co-propriété" in force in the condominium, as may be amended from times to times, and to pay the applicable syndic fees as from the day he/she takes delivery of the Prize.
- 20. The Prize for the winner is non-exchangeable, non-transferable, non-assignable and no cash alternative is offered.
- 21. Oficea reserves the right to hold void, cancel, suspend, or amend the lottery where it becomes necessary to do so. Amendments may accordingly be brought at the discretion of Oficea to, *inter alia*, the lottery period and the draw date. Oficea shall communicate and notify participants through the App and its digital platforms.
- 22. Insofar as is permitted by law, Oficea, its employees, directors, agents, *préposés* will not in any circumstances be responsible or liable to compensate the Participant or accept any liability for any loss, damage, personal injury or death occurring as a result of the Participant participating in the lottery and/or taking up the Prize.
- 23. By entering the lottery, the Participant:
 - a. expressly agrees that the personal data supplied by him during the course of this promotional lottery will be processed as set out in Oficea's <u>privacy policy</u> and in compliance with relevant data protection laws;
 - b. expressly consents to the said personal data being used by for direct marketing purposes in accordance with Oficea's <u>privacy policy</u>;
 - c. understands that he may request rectification and/or erasure, object to processing, and withdraw his consent at any time in accordance with Oficea's privacy policy and applicable data protection laws subject to clause 10; and
 - d. expressly consents to Oficea capturing photos and videos of the Participant which photos/images/recordings are intended to be used in annual reports, newsletters, brochures, leaflets, films, videos or any other communication media to be distributed to the public, published online or in the press and/or broadcasted on television, cinema or social media in Mauritius and/or abroad.

- 24. The decision of Oficea regarding any aspect of the lottery is final and binding and no correspondence will be entered into about it.
- 25. The Participant is deemed to have accepted and agreed to be bound by these terms and conditions upon entry. Oficea reserves the right to refuse entry, or refuse to award the Prize to anyone in breach of these terms and conditions.
- 26. These terms and conditions and this promotional lottery are governed by Mauritian law. If any entrants to this lottery wish to initiate court proceedings, then they must do this within the courts in Mauritius.