



Terms and Conditions: The Amazing Race Waterfall City Competition 2024

1. Introduction and Binding Agreement

This competition is organised by Waterfall City Management Company Proprietary Limited ("Promoter") and Attacq Limited ("Sponsor"). These terms and conditions ("Competition Rules") constitute the official rules of the competition and will govern all aspects of the competition. By participating, you agree to be bound by these Competition Rules, as well as all decisions made by the Promoter, Sponsor, or any agents or advisors connected to the competition.

2. Competition Duration

The competition will take place on 12 October 2024 between 09:00 and 16:00.

3. Team Structure

Teams must consist of a minimum of 2 (two) members and may not exceed 5 (five) members.

4. Registration

Only registered teams will be eligible to participate in the competition.

5. Judging

All decisions made by the judges are final and no correspondence or discussions will be entered into.

6. Prizes

- a) The prize package is set for 5 players and must be divided among the team members at their discretion.
- b) Neither the Promoter, Sponsor, nor their agents or advisors will take responsibility for how the prize is distributed among team members.
- c) The prize amount remains the same, regardless of whether a team consists of 2, 3, 4 or 5 members.

7. Competition Mechanics

- a) Upon arrival, each team must download an app that provides a Google Map of Waterfall City with clues and tasks linked to specific "Hotspot" locations.
- b) The location of each clue will be visible from the start, but the clue will only unlock when a participant is within 5 (five) meters of the designated Hotspot.
- c) At each Hotspot, teams will be required to complete various activities, such as singing, dancing, or solving puzzles to advance to the next location.

8. Requirements

- a) All teams must use their own vehicle at their own expense.
- b) Teams must ensure that their vehicle has a full tank of petrol.
- c) Teams should carry R200 in cash for challenges that may require purchases.
- d) Teams must have a charged cell phone with sufficient data to navigate throughout the competition.

9. Eligibility and Participation

- a) Ineligible participants include directors, members, business partners, employees, agents, or consultants of the Promoter and Sponsor.
- b) The competition is open to all other individuals of any age and from any location unless otherwise restricted.
- c) Participants under the age of 18 must obtain the consent of a parent or legal guardian to participate in the competition.

10. Selection of Prize Winners

- a) The first, second, and third-place teams will be awarded prizes based on their performance. Prizes are non-substitutable.
- b) The team with the most points in the fastest time will be declared the winner. The second and third-place teams will be determined based on the same criteria.
- c) Winning teams may be asked to be photographed for marketing purposes by Waterfall City. Participants may decline this request.

11. Indemnity

- a) The Participant agrees to indemnify, defend, and hold harmless the Sponsors, Promoters, the landowners of any properties on which the competition is to take place, the residents' associations, homeowners associations, and property associations, including their respective members, agents, employees, and representatives (collectively, the "**Indemnified Parties**"), from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney fees and court costs) arising out of or in connection with:
 - i) Any injury or damage to persons or property caused by the Participant's actions or omissions during the competition.
 - ii) Any breach of the Participant's representations, warranties, or obligations under these Terms and Conditions.
 - iii) Any claims made by third parties arising from the Participant's participation in the competition.
- b) This indemnity shall apply to any and all claims, whether arising from negligence, breach of contract, or otherwise, except to the extent that such claims arise from the gross negligence or wilful misconduct of the Indemnified Parties.
- c) The obligations of the Participant under this indemnity clause shall survive the completion of the competition and the termination of the Participant's participation in the competition.

12. General Provisions

- a) The Promoter reserves the right to cancel or modify any aspect of the competition or these Competition Rules at its discretion without incurring liability.
- b) Participants who violate these Competition Rules may be disqualified at the sole discretion of the Promoter.
- c) Participants acknowledge and consent to the collection and use of personal information by the Promoter to conduct the competition.
- d) Participation in the competition constitutes acceptance of these Competition Rules.
- e) This competition is governed by the laws of the Republic of South Africa.

