



BROKER INCENTIVE PROGRAMME 2023/2024

Rules and Regulations

Come join us in the bush for our 2024 Broker Incentive!!

Our top brokers will travel with us to Babohi at Qwabi Private Game Reserve. Travel dates are from the 2nd to the 4th of October 2024.

Please read this document carefully to ensure that you understand the requirements for participating in this fantastic incentive.

1. This incentive programme is offered by Emira Property Fund Limited to its top brokers to recognise their hard work and contribution to Emira's success.
2. This incentive will run from **1 July 2023 until 30 June 2024** ("**Incentive Period**") and will be subject to the terms and conditions contained herein. Participation in the Incentive programme constitutes acceptance of the qualifying criteria and the terms and conditions below.
3. Only the top leasing brokers who conclude the highest cumulative deal values during the incentive period will qualify for the trip under this incentive programme ("**the Award**").
4. Emira will, in its sole discretion, elect the number of qualifying winners.
5. **QUALIFYING CRITERIA**
 - 5.1. You will be eligible to participate if, during the Incentive Period, you have:
 - 5.1.1. acted as a leasing broker at any building owned by Emira Property Fund Limited or any of its associated companies or Subsidiaries ("**Emira**");
 - 5.1.2. negotiated and concluded lease agreements with tenants for no less than three years, with no termination clause which unilaterally allows the tenant to cancel the lease within the first three years;
 - 5.1.3. arranged for the lease agreements to be signed by both the tenant and property manager;
 - 5.1.4. delivered the signed lease agreement, all deposits, guarantees and necessary documents required by the property manager/s in terms of its management agreements with Emira.

- 5.2. The lease must be concluded, and the commission must be due and payable during the Incentive Period, but the lease need not commence during the Incentive Period;
- 5.3. Only deals which comply with 5.1.2 to 5.2 above ("**Eligible Deals**") will count toward the leasing broker cumulative deal value. If any one of the above has not been completed during the Incentive Period, the value of the deal will not count toward the cumulative deal value.
- 5.4. A lease renewal or a relocation of an existing Emira Tenant shall not be considered an eligible deal.
- 5.5. In the event that Emira sells a building during the Incentive Period, then only eligible deals concluded before the date of transfer of the building will be considered.
- 5.6. In the event that a broker leaves the property industry, they will be disqualified from the Incentive Programme. However, they will not be disqualified if they change broker houses during the Incentive Period.

6. **TERMS AND CONDITIONS**

- 6.1. Emira reserves the right to amend these terms and conditions from time to time, and as it deems fit.
- 6.2. A leasing broker's cumulative deal value will be the total rental value calculated over the lease period for eligible deals.
- 6.3. It is your responsibility to ensure that Emira receives the information it needs to calculate your cumulative deal value by 30 June 2024. If you fail to do so, any outstanding information will be disregarded. It is your responsibility to ensure that any information which you provide to Emira is accurate, complete and up to date. Emira is not liable for any technical failures affecting your participation in the incentive programme and assumes no responsibility in this regard.
- 6.4. Emira reserves the right to withhold the award if, in its sole opinion, it believes that:
 - 6.4.1. you are not eligible for an award for any reason whatsoever;
 - 6.4.2. you have contravened any of these terms and conditions;
 - 6.4.3. you have acted in a manner that is not in the spirit of the incentive or may bring Emira's reputation into disrepute;
 - 6.4.4. your conduct can be reasonably interpreted as being fraudulent, dishonest, or intended to circumvent these rules and regulations; or
 - 6.4.5. it is or will be unlawful for you to participate in the incentive.
- 6.5. Emira reserves the right to shorten, extend, or suspend the period of the incentive or terminate the incentive whenever it chooses to do so for technical, commercial, or operational reasons; or for reasons beyond its control; or generally for any reason within its discretion. Emira's decision in this regard shall be final and no correspondence will be entered into.

- 6.6. The award cannot be transferred or redeemed for cash. Emira reserves the right, at its sole discretion, to substitute the award with any other comparable award.
- 6.7. Emira does not make any representations or give any warranties, whether expressly or by implication, that:
 - 6.7.1. being a leasing broker for an Emira building, will qualify you to participate or result in an award;
 - 6.7.2. the award, or any part of it, will meet your expectation;
 - 6.7.3. the award will be satisfactory or safe,
 - 6.7.4. the award will be free from defects or risk of injury or death.
- 6.8. To the fullest extent permitted by law, by participating in this incentive, you indemnify, release and agree to hold Emira, its associates, holding and subsidiary companies and its directors, officers, agents, representatives, shareholders, employees, successors and assigns harmless from any and all claims arising from participating in the incentive, any incentive-related activity and/or acceptance, receipt, possession or use or misuse of the award.
- 6.9. To the fullest extent permitted by law, Emira will not be liable, in any way whatsoever, for any claims arising from loss, injury, damage or costs that you may suffer because of you participating in the incentive or winning the award.
- 6.10. Emira may invite you to be present at any one of its marketing activities relating to the incentive, to appear in person, in electronic media and/or print media and/or to endorse, promote or advertise any of its buildings or services. Should you agree to participate, Emira will not (unless otherwise agreed) be liable to pay you any fees, royalties or other compensation.
- 6.11. South African law shall govern these rules and regulations and the courts of South Africa will have exclusive jurisdiction.
- 6.12. By participating in this incentive, you represent and warrant, unconditionally and irrevocably, that:
 - 6.12.1. you will abide by all rules, regulations and/or guidelines imposed by Emira or the resort, hotel, operators or whomsoever hosts the award; and/or
 - 6.12.2. you will always act in the best interests of Emira and you will not do or cause anything to be done that may damage Emira's reputation or any relationship that Emira has with any of its stakeholders; and/or
 - 6.12.3. you will abide by and strictly comply with all laws regulating your safety, wellbeing and/or security and that of others; and/or
 - 6.12.4. you will not do anything that may, in the ordinary course of events, cause you or any other person, injury, damage, sickness or death; and/or
 - 6.12.5. you acknowledge and agree that you are entering into and participating in this incentive entirely at your own risk and that you assume all liability that may arise from your participation in this incentive; and/or

- 6.12.6. you indemnify and hold Emira, its directors, employees, and contractors harmless against any claim by you, your family, dependants, heirs, assignees, or any other beneficiary of your estate of whatsoever nature and howsoever arising, in relation to this incentive programme or the award. Emira will not be liable for any loss of life or damage to property suffered.
- 6.12.7. you are liable for all claims of whatsoever nature and howsoever arising, resulting from your conduct and you hereby, unconditionally, and irrevocably, indemnify Emira and hold it harmless against any and all claims that may arise as a result of your conduct.

7. POPIA

- 7.1. Any personal data relating to you will be used solely in accordance with current Protection of Personal Information Act, No 4 of 2013 (POPI) and will not be disclosed to a third party without your prior consent.
- 7.2. Should you receive an award, you agree to the use of your name and image in any publicity material.
- 7.3. By participating in this incentive scheme, you consent to your personal information being shared with Emira's employees, contractors, or agents for the purpose of this incentive programme.
- 7.4 Participation in this incentive scheme will be deemed as acceptance of Emira processing your personal information (as defined in Chapter 1 of POPI) to the extent necessary to perform its obligations in terms of this incentive programme.