



Terms and Conditions - The AutoCity Cares Car Raffle

The AutoCity Cares Car Raffle will run from 31 March 2023 until 30 September 2023 – The final draw of the 3 motor vehicles will take place 12h00 on 28 October 2023 at the AutoCity “Don’t Dream it Drive it” Street Festival held at AutoCity Heidelberg

If you do not agree to be bound by all of the Terms, then please refrain from entering the Promotion. Instructions on how to enter the promotion are contained herein and all prizes form part of the Terms. Participation in the Promotion is deemed to be your acceptance of the Terms and an acknowledgement of your legal capacity to enter the Promotion.

Entries not complying with any of the Terms will be invalid and be of no force and effect.

The 3 winning tickets will have an option of 1 of 7 vehicles as presented by The AutoCity Group.


1. Number of entries

- a) Eligible Contestants can enter as many times as they want during the promotional period, provided that each valid entry is accompanied by proof of in the form of a validated raffle ticket.
- b) If any entry is/was made in a manner which, in the Promoter’s discretion, provides the participant with an unfair advantage over other entrants, such a Participant will be disqualified from promotions run by the Promoter.

 **Phone.**
011 814 8300

 **Website**
www.autocitycares.co.za

 **Address.**
76 Springsroad
Nigel

 **Email.** cares@autocity.co.za



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2. SELECTION OF A WINNER

- a) Winner(s) will be selected from the pool of valid entries of Eligible Contestants.
- b) Winner(s) of the one of the vehicles will be randomly selected by the means of a random draw one of the following draws:
- c) There will be 4 primary draws of 60 possible winners per draw held on: 26 May 2023, 28 July 2023 and 29 September 2023. The final 240 entries from these prelim draws will be entered and invited to the final draw on 28 October 2023
- d) The draws will take into consideration all entries received up to 72 hours before the preliminary draw.
- e) Winner(s) will be contacted via telephone within 14 working days of the draw date, to verify their contact details. The organisers will endeavour to contact Winners post final prize selections.
- f) A potential prize Winner is not an actual Winner, until his/her status as an Eligible Contestant is confirmed, their entry submission is validated and his/her qualifying documents (including proof of the transaction) are completed and submitted to the Promoter or someone nominated by the Promoter.
- g) The Winner(s) will be required to provide a copy of his/her Drivers or Temporary License as well as their proof of purchase of the raffle ticket.

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- h) They will need to verify that the location of the NPO/School at which they purchased at corresponds with the participating NPO/School details reflected on the receipt. If these details do not match, the winner will be disqualified.
- i) If the Winner fails to provide requested documentation within 48 hours (2 days) from being requested to do so, the Winner will forfeit the prize and shall have no claim against the Promoter.
- j) No risk and/or liability whatsoever for the failure of any technical element in the Promotion which may result in an entrant's entry not being successfully submitted and/or a Prize Winner not successfully receiving or taking up a Prize. Once a Prize Winner accepts a Prize, such Prize Winner accepts such Prize at his/her own risk.
- k) No liability whatsoever for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize awarded in the Promotion or for any loss or damage, howsoever arising. All persons, whilst participating in this Promotion, indemnify and hold Auto City and its affiliates, harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.
- l) Such contacted potential prize Winner, will then be required to provide proof of the Transaction, a copy of their ID, valid driver's license/ temporary driver license and a Winners release form (which will be provided by the company nominated by the Promoter) within 48 hours from receiving the Telephone Call by the company nominated by the Promoter, failing or refusing to do for any reason, the potential Winner will be deemed to have rejected the Prize and it shall revert to the Promoters.

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- m) The Organisers will endeavour to contact a Winner once every day for 3 consecutive working days after their name is drawn and entry has been finalized and leave a voice message (if possible, to do so), in order to verify their details. However, if the Winner cannot be reached and does not return the call within 24 hours of the last voice message being left, on the third working day of attempting to contact a Winner, the prize will be forfeited, and another Winner will be selected in accordance with the provisions of the Terms and conditions hereto.
- n) Entrants' and Winners' personal information will be handled in accordance with clause 8 below.

3. VALIDATION OF A WINNER

- a) Loubser & Co, the company nominated by the Promoter will be responsible for all Winner validation and arrangement and collection & distribution of prizes.

4. WINNER PRIZE REDEMPTION

- a) The Promoter shall not be responsible for any delay in delivery or failure of safe delivery of prizes.
- b) The Promoter reserves the right to request proof of residency address (to the Promoter's satisfaction in its discretion) before issuing the prize. All personal information will be handled in accordance with clause 8 below.

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- c) Prizes, or any unused portion thereof, are non-refundable, non-transferable or exchangeable and the Winner indemnifies the Promoter and its representatives against any harm in using a prize.
- d) The prizes are valued up to what is listed above. The Promoter accepts no responsibility for any variation in the prizes' value or the actual prizes.
- e) The Winner(s) of the motor vehicle(s) will be required to collect their vehicle from the Autocity Heidelberg, Nigel or Alberton within 20 working days.
- f) The travel costs that a Winner may incur to collect their prize is for their own account.
- g) The winners will be required to attend to the registration of the motor vehicles at their own cost.
- h) The Promoter will arrange insurance prior to the vehicle being handed over to the winner. The winners will be responsible for insuring the motor vehicle, at the winners' own costs, upon receipt of said vehicle from the Promoter.

5. FORFEITURE OF THE PRIZE:

- a) The winner(s) of the vehicle has 20 working days to collect the vehicle from the address provided by the Promoter once they have been informed that they have won. Failure to claim/ collect their prize, within the given time frame, will result in the prize being forfeited and will be allocated to a new Eligible Contestant that is selected in accordance with the provisions of the Terms. The Promoter and its promotional and advertising agents, merchandisers and organisers shall not be responsible for any decline of acceptance of prizes for any reason.

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- b) The prizes may not be awarded (and entries disqualified) if entry procedures or these terms and conditions have not been adhered to or if the Promoter detects and/or suspects any irregularities or fraudulent practices.


6. LIMITATION OF LIABILITY

- a) If for any reason, this Promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion subject to any written directions under applicable legislation. The Promoter also reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- b) The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's
- c) Computer related to or resulting from participation in or downloading any materials in this Promotion.

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- d) If required by the Minister of Trade and Industry, the National Consumer Commission or for whatever other reason, the Promoter will have the right to terminate this promotion with immediate effect and without notice of such termination. In such an event, all Entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.
- e) The Promoter reserves the right to delete any information uploaded by a participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
- f) The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the promotion and or prize/s except for any liability, which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion, if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation, technical malfunctions or failures or warranties (including warranties and functionalities of the prizes).
- g) The Promoter will not be responsible for any travel costs that a Winner(s) may incur, when collecting the Prize from the relevant branch.

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- h) If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.

7. PROMOTER'S DECISION FINAL

- a) The Promoter's decisions on all issues regarding the promotion will be final, binding and no correspondence will be entered into. The Promoter also reserves the right to:
- i) correct any errors or omissions regarding the Promotion, including on any published material; or
 - ii) suspend or terminate the Promotion, on written notice at any time, and such cancellation or termination shall be deemed to have taken effect from the date of such notice.
- b) The Promoter's decision to disqualify an entry is final and no correspondence will be entered into.

8. USE OF PERSONAL INFORMATION:

- a) The Promoter collects personal information about entrants (including identification, contact and address information) in order to contact them about the promotion and where appropriate, verify their identity to award and deliver prizes. Personal information will be handled in accordance with the Protection of Personal Information Act of South Africa



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- b) Entrants who opt-in to receive future communications from The Promoter may also be contacted for future promotions and communication related to The Promoter.

9. PUBLICATION OF WINNER(S)

- a) Eligible Contestants that are selected as Winners, consent to having their names published, subject to a right of refusal in the following media
- i) on the Promoter's website i.e. www.Autocity.co.za
 - ii) via the Promoter's Social Media platforms


10. FURTHER PARTICIPATION BY A WINNER

- a) The Promoter may, after a Winner has been publicly announced, request that such Winner agrees in writing or otherwise to endorse, promote and advertise the goods or services of the Promoter, at no cost or expense to the Winner subject to right of refusal. The Winner may also be required to take part in publicity campaigns for broadcasting or publishing purposes and hereby consent to having their photograph taken for all press releases and/or social media. Winners are entitled to decline the request to take part in the publicity campaigns as well as having their photograph taken and image used in promotional material and social media.

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- b) Prize Winners, on acceptance of prizes, may be requested to be identified in publicity, broadcastings or publications with Promoter's internal or external communications including social media, subject to a right of refusal. Upon winning, their names (first name, last initial and town of residence) may also be announced on the Caltex Facebook page. Winners that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise.
- c) Participants warrant that they have full rights to the content that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.
- d) Participants agree that by uploading their "images" and comments, they grant permission to the Promoter to use the images, comments or any part thereof unless specifically refused / declined consent/permission, in any and all media for the Promoter's business purposes, including promotional/marketing purposes with no consideration payable to the participants. Such permission is perpetual and irrevocable. Participants release and agree to hold harmless the Promoter and all acting with their authority from any liability for such use and from any other claims arising from such use.
- e) Social media sites include but are not limited to, Facebook, Twitter, Instagram, YouTube. Original content includes but is not limited to, any piece of written content, audio or visual video or sound clips, images, photographs.

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- f) If participants include any personal information of third parties in content that they upload or other information provided to the Promoter for purposes of the Promotion, they must be legally permitted to provide such information and to grant the permission referred to in clause 8, in respect of such information. Each participant indemnifies the Promoter against any losses suffered or claims made against the Promoter as a result of the participant not being legally permitted to provide such information or grant the Promoter permission to use it.

- g) Content created for the promotion may not be in any way derogatory or harmful to any party; public, entrants or promoters. Such content shall be removed and the creator banned from the site. Content which is seen to do the following shall be removed from the site and the creator will be banned: content that is perceived to be spam, the collection of personal information, content that serves a commercial purpose or content that is deemed malicious. The Promoter reserves the right to remove any such content from the site without prior warning. The Promoter reserves the right to judge these pieces of content and will use their own discretion in determining whether or not they are outside the guidelines set out in these terms and conditions.


11. INDEMNIFICATION

- a) All Eligible Contestants and Winners indemnify the Promoter, its directors, employees, contractors, advertising agencies, advisors, suppliers and agents against any risks, loss, claims or ownership arising from:
 - i) The use or disposal of the prize including, but not limited to, accident, injury, harm, or loss;

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- ii) Their participation in the Promotion, including any costs associated with such participation;
- iii) Any subsequent transfer or exchange of the prize; and/or iv. any lawful cancellation or termination of the promotion or the correction of any errors or omissions within the Duration of the Promotion.
- iv) The winners will be responsible for insuring the motor vehicle upon receipt from the Promoter.

APPLICABLE LAW AND JURISDICTION

- a) Independent registered auditors and/or attorneys will oversee this Promotion.
- b) The laws of South Africa apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of South Africa.

12. CONTACT THE PROMOTER:

For any queries, do contact the Promoter's Customer Service Centre via email cares@autocity.co.za or phone 082 560 2275 during operating hours: Monday to Friday, 08h00 to 17h00, excluding Public Holidays.



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