

Fortuner Challenge 2023 Powered by Quartz Engine Oil Terms and Conditions

Date:

9 October 2023

Terms & Conditions copy:

Fortuner Challenge 2023 Powered by Quartz Engine Oil T's & C's

1. The Fortuner Challenge 2023 Powered by Quartz Engine Oil Competition ("Competition") is organised by Toyota South Africa Motors (Pty) Ltd ("Toyota"), Stand 1, Wesco Park, Old Pretoria Main Road, Sandton, 2146 and its agencies ("Promoter").
2. The Competition is open to permanent residents and citizens of South Africa who are 18 (eighteen) years and older, and is in possession of a valid South African Identity Document, or a valid Passport with the necessary endorsed residence permit, as well as a valid driver's licence issued in South Africa ("Participant/s/Entrant/s"). The Competition **is not open to** any person below the age of 18 (eighteen) years ("Minor"), or employee, director, member, partner, agent or consultant or any person directly or indirectly who controls, or is controlled by, the Promoter and/or immediate family members of any employee, director, member, partner, agent or consultant of or person indirectly or directly in control or controlled by Toyota – or its agencies, advisers, dealers, suppliers, its affiliates and/or associated companies ("Disqualified Persons").
3. The Competition is only valid within South Africa. All participants must be residing within South Africa for the verification process and at the time of the prizes being awarded should they be declared a Winner. Failing to do so, such person will be disqualified and the draw of a replacement entry shall take place under the same terms and conditions as the first draw. All participants are required to present the required South African Identity Documents, or valid Passports with the necessary endorsed residence permits, and valid driver's licence issued in South Africa for verification in order for prizes to be awarded should they be declared a winner. Failing to do so, such person will be disqualified and the draw of a replacement entry shall take place under the same terms and conditions as the first draw.
4. By entering the Competition, all Participants and Winners agree to be bound by these rules, which will be interpreted by the Promoter and whose decision regarding any dispute will be final and binding and no correspondence shall be entered into regarding such decision. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel the Competition and any Prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonably deems necessary.
5. Entrants will not be eligible to win the Competition Grand Prize (refer paragraph 8.1.1 below) if he/she have won a vehicle in a competition run by Toyota between 1 January 2018 and 15 September 2023.
6. The Competition will run from 9:00 on 9 October 2023 to 15:00 on 14 November 2023 ("Competition Period").

7. Competition entry mechanics:

- 7.1. The Competition will consist of Fortuner content featuring 4 (four) celebrities on the Toyota Microsite (www.fortunerchallenge.co.za) and various media channels. To enter the Competition, participants are required to back their hero of choice on the Fortuner Challenge 2023 Competition Website (www.fortunerchallenge.co.za).
- 7.2. In the event that any of the featured celebrities can no longer participate in the Competition for any reason, Toyota reserves the right to substitute the celebrity or adapt the mechanics of the Competition as deemed necessary.
- 7.3. A maximum of 100 (one hundred) entries per individual is permitted, however, 1 (one) unique entry will be valid for the draw.

8. Prizes

- 8.1. The Competition will afford qualifying participants to win one of the following prizes ("Prize(s)"):

The Grand Prize

- 8.1.1. A new Toyota Fortuner 2.4 GD-6 RB 6MT ("Toyota Fortuner" to the value of R637 100) with Thule accessories (Black Thule Evo racks, Thule Force XT Roof Box & Thule Chasm set 26L Backpack, 40L Duffel & 110L Roller to the value of R39 895.00) and a Total fuel card worth R15 000 ("Grand Prize"), to the total value of R691 995
 - 8.1.1.1. The Promoter reserves the right to choose the colour of the Toyota Fortuner awarded as part of the Grand Prize.
 - 8.1.1.2. The Toyota Fortuner awarded as part of the Grand Prize cannot be exchanged for any other model within the range and the winner does not have the right to change the colour and/or spec of the vehicle.
 - 8.1.1.3. The Toyota Fortuner awarded as part of the Grand Prize does not include insurance on the vehicle.
 - 8.1.1.4. The Toyota Fortuner awarded as part of the Grand Prize does not include on-the-road fees.
 - 8.1.1.5. The Toyota Fortuner awarded as part of the Grand Prize does include any extras.
 - 8.1.1.6. The Grand Prize cannot be exchanged for cash.

The Runner-up Prizes

- 8.1.2. The 1st runner-up will receive a Garmin epix™ (Gen 2) Sapphire edition watch to the value of R23 000
- 8.1.3. The 2nd runner-up will receive a Specialized Rockhopper 29er Bike to the value of R11 000
- 8.1.4. The 3rd runner-up will receive a Thule Chasm 26L Backpack to the value of R3 299
- 8.1.5. The 4th runner-up will receive a pair of Salomon Thundercross with a pair of socks to the value of R3 250
- 8.2. The total value of the Prizes in the Competition is R732 544.00.

- 8.3. All Prizes are awarded at the discretion of the Promoter. The Promoter reserves the right, at its own discretion, to substitute a Prize with any other prize of comparable commercial value.
- 8.4. The Runner-up Prizes cannot be exchanged for any other brand, make, colour or cash.
- 8.5. The Competition draw for the winners will take place in the week commencing 13 November 2023 and the winner will be announced no later than 30 November 2023.
- 8.6. The results of the Competition will be communicated via Toyota's Twitter and Facebook pages.
- 8.7. All finalists drawn will be subjected to a verification process. Winners will be confirmed only once the verification process has been completed.
- 8.8. The Verification Process:
 - 8.8.1. The Promoter will call the finalist and conduct a Competition verification process ("**Verification Process**"). The Verification Process will consist of the following:
 - 8.8.1.1. Contacting the finalist and confirming that the finalist holds a valid South African Identity document, or valid Passport with the necessary endorsed residence permit, AND a valid driver's licence issued in South Africa;
 - 8.8.1.2. The finalist will be required to fill in a Winner form and indemnity form, which needs to be returned to the Promoter within 48 (forty-eight) hours;
 - 8.8.1.3. If the Promoter is unable to reach any finalist after 3 (three) days from the date of being drawn as a finalist, or if a finalist fails the Verification Process for whatsoever reason after their entry is drawn, such person will be disqualified and the next person drawn under the same terms and conditions as the first draw will be contacted.
- 8.9. None of the Prizes are transferable or redeemable for cash and the Promoter is not liable for any defect, changes and/or modifications in any of the Prizes.
9. In the event that a winner does not respond within 48 hours of notification, or cannot take the Prize concerned, a new winner will be drawn under the same terms and conditions as the first draw.
10. The Promoter reserves the right to verify the validity of all entries.
11. In addition to the verification requirements set out in these Rules, the Promoter may require the finalists to complete and submit an information disclosure agreement and indemnification, as well as supply a copy of their valid South African Identity document, or valid Passport with the necessary endorsed residence permit, and a copy a valid driver's licence issued in South Africa within 48 hours of being confirmed a Winner, to enable the Promoter to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should any finalist refuse or be unable to comply with this rule for any reason, such Winner will be deemed to have rejected the Prize and it shall revert back to the Promoter and a new winner will be drawn under the same terms and conditions as the first draw.

12. All Participants and the Winners, as the case may be, indemnify the Promoter, their advertising agencies, advisers, nominated agents, suppliers and joint ventures identified by the trademarks owned by or licensed to Toyota, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in the Competition including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and/or use of the Prizes.

13. General Terms and Conditions:

13.1. By entering the Competition, all participants agree to be bound by the rules, regulations and requirements set out in these rules and the accompanying promotional material. The Competition is subject to South African law, and is not offered outside South Africa.

13.2. All entries must be completed online by **14 November at 15:00.**

13.3. The Promoter reserves the right to disqualify incomplete online entries. No responsibility will be accepted for online entries lost for any reason whatsoever, whether due to inaccessibility of the site via internet, network disruption, network congestion, malicious virus attack, unauthorised data hacking, data corruption and server hardware failure or otherwise. Proof of sending will not be accepted as proof of delivery.

13.4. Nothing on email, or on any other website of Toyota, or entrant's use of the services or products related hereto, shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of Toyota or its subsidiaries or affiliates or any third party, whether by estoppels, implication or otherwise.

13.5. The Promoter shall be licensed to evaluate all contest-related submissions for the purposes of the contest, including verification and judging and as specified in these Terms and Conditions. The software and programming code and media relating to the website or Facebook and Twitter page and contest-related communication is protected by the applicable laws of copyright, trademark, patent, unfair competition and other proprietary laws.

13.6. The Promoter's decisions shall be final in all matters relating to the draw and no correspondence will be entered into.

13.7. The Promoter reserves the right to change the Terms and Conditions without prior notice. An entrant shall be deemed to have notice of any such amendments or interpretations upon publication of the same on the website page and shall be deemed to have accepted such amendments or interpretations by virtue of his/her continued participation in the Competition.

13.8. Should an entrant not wish to continue to participate in the Competition pursuant to the prevailing Terms and Conditions as amended or interpreted, he/she may terminate participation in the Competition upon written notice to the Promoter.

13.9. The Promoter reserves the right to modify the Competition or disqualify any entrant/contestant if fraud, misconduct or technical failures destroy the integrity of the

Competition and/or the goodwill of Toyota, as determined by the Promoter in its sole discretion.

- 13.10. The Promoter reserves the right at their sole discretion to cancel, terminate or suspend the Competition and select winners from among all eligible entries received prior to the cancellation.
- 13.11. The Promoter may in its absolute discretion extend any time limit or waive any of the Terms and Conditions where a person might otherwise be disqualified.
- 13.12. No liability shall attach to the Promoter in relation to any claims, losses or liabilities for any loss of profit or any other direct and/or indirect, special or consequential loss arising out of any of the Prizes. The Promoter is not liable for any defects in the Prizes. Ownership of and risk in, and benefit attaching to, the Prizes will pass to the Winner immediately upon delivery.
- 13.13. The Promoter reserves the right to use any photographs, videos or stories submitted into the Competition without the expressed written permission of the participants in the photographs, videos or stories in publications or other media material produced, used or contracted by Toyota, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, social media etc.
- 13.14. The Participants agree that Promoter may use the personal data collected from the Participant as described in the Privacy Policy accessible at www.toyota.com and that such use may include transfers to the Promoter's affiliates and third-party service providers in any country.
- 13.15. By entering the Competition, the Participants further agree that Toyota and its affiliates (including the Promoter, agencies, subsidiaries, and joint ventures) may contact the Participants via email and through social media platforms to deliver marketing communications regarding their products and promotional activities, provided that the Participants are given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by the Promoter for such purpose.
- 13.16. All queries in connection with the Competition should be directed to Toyota Customer Care Line on 0800 139 111.