

**COMPETITION RULES FOR THE STIPULATED COMPETITION**

**FURTHER DETAILS OF WHICH ARE SET OUT IN THE ATTACHED COMPETITION SCHEDULE**

**Important Provisions**

There are provisions in these rules for this Competition which have important consequences for you and of which you must take note. The details of the rules which contain these provisions and reasons why they are important are set out below. It is very important that you read all of these rules carefully and not just what we say below. Please also read all of these rules. We highlight specific rules which:

- **limit and exclude risk, legal responsibilities and liability.** These are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these rules, your rights and remedies against us and these other persons and entities are limited and excluded. These rules also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer.
- **require you to assume risk, legal responsibility and liability.** These are important because you take on risk, legal responsibility and liability, and may be required to pay additional amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in these rules.
- **highlight risk of serious injury and/or death, and serve as your acknowledgement of this.** These may include provisions (such as relating to taking a test-drive and/or using, receiving or participating in a prize which may result in serious injury or death). You acknowledge and accept that such activities carry the risks of serious injury and death, and you accept these risks. This may limit your rights to argue that you were not aware of this.
- **require you and others to indemnify us and related parties.** These may require you [and your Partner] to indemnify and hold harmless us and other persons and entities from and against all types of claims, loss, damages, injuries and death that that may be suffered as a result of specified events. This places various risks, liabilities, obligations and legal responsibilities on you and you will be responsible and liable for the payment of the value of the claims, loss, damages, injuries, death and harm that that may be suffered or claimed.

**1. Promoter**

The promoter is Honda Motor Southern Africa (Proprietary) Limited (the "**Promoter**"), registration number 2000/010675/07, a company incorporated in the Republic of South Africa and having its registered address at Building 6, Maxwell Office Park, Magwa Crescent West, Waterfall City, 2090.

**2. Rules**

2.1 These competition rules ("**rules**") apply in respect of the competition ("**Competition**") identified in the attached competition details schedule ("**Competition Schedule**"), and include any rules set out in the Competition Schedule. To the extent of any conflict, the rules set out in the Competition Schedule will prevail. The rules will apply to any person (herein identified as "**you**", "**your**" or "**entrant**") who enters into the Competition. Submitting an entry for this Competition and/or participating in this Competition will constitute your acceptance of and agreement to be bound by these rules. By entering the Competition, you agree to be bound by these rules. If you do not agree to these rules, you must not enter the Competition.

2.2 **As far as the law allows, the Promoter reserves the rights, acting reasonably:**

- 2.2.1 **to amend these rules from time to time by posting the amended terms to the Promoter's website, and the onus rests on the entrants to check the Promoter's website for updates to the rules; and/or**
- 2.2.2 **to postpone and/or cancel the Competition at any time without notice if circumstances arise outside of its control which necessitate such cancellation and/or for any other reason which the Promoter, acting reasonably, considers necessary. In such event, as far as the law allows, the Promoter shall have no liability arising from such postponement and/or cancellation, and each entrant and winner waives all rights he or she may have against the Promoter, its affiliates and/or associated companies nor any of their respective agents, advisers, service providers (including advertising agencies), sponsors, promoters, distributors, directors, officers, or employees arising from or in relation to the Competition and/or these rules.**

**Rule 2.2 above has important consequences for you. In this rule:**

- **the Promoter reserves the right to amend these rules, and to postpone and/or cancel the Competition;**
- **the legal responsibilities and liability of the Promoter and other persons are excluded or limited; and**
- **the rights you have against the Promoter and other persons are limited or excluded.**

### 3. **Who may enter**

- 3.1 You may only enter the Competition, and will only be eligible to win a prize, if you are:
- 3.1.1 a natural person;
- 3.1.2 at least 18 (eighteen) years of age at the date of the entry, or comply with 3.2 below;
- 3.1.3 [resident in the Republic of South Africa at the time of entering the Competition];
- 3.1.4 a holder of a valid driving licence, where the prize is an automobile;
- 3.1.5 a holder of a valid motorcycle licence, where the prize is a motorcycle;
- 3.1.6 a holder of a valid passport, where the prize involves international travel; and
- 3.1.7 not a person contemplated in 3.3 below.
- 3.2 If you are under the age of 18 years, you must be fully assisted by your guardian, who approves of, and consents to, your participation in the Competition and your receipt/possession of the prize.
- 3.3 You may not enter this Competition if you are:
- 3.3.1 a director, member, partner, agent (including promotional and advertising agent), [merchandiser], employee or consultant of the Promoter or any other person who directly or indirectly controls or is controlled by the Promoter and/or any authorised dealership of the Promoter, or any marketing service provider in respect of the Competition];
- 3.3.2 a supplier of goods or services in connection with the Competition, or
- 3.3.3 a spouse, life partner, parent, child, brother, sister, immediate family member, business partner or associate of any of the above persons.

#### 4. **Duration**

This Competition commences on the first day of the Competition Period (as specified in the Competition Schedule) and ends at 23:59 on the last day of the Competition Period (as specified in the Competition Schedule) ("**Competition Period**"). Entries received after the Competition Period will not be valid.

#### 5. **How to qualify, and how to enter**

5.1 To qualify to enter, each entrant must comply with rule 3, and also satisfy the Specific Qualification Criteria (if any) set out in the Competition Schedule (collectively "**Qualification Criteria**").

5.2 **As far as the law allows, the onus to satisfy the Qualification Criteria timeously rests entirely with the entrant. As far as the law allows, the Promoter is not liable for any act or omission by or on behalf of it or any other person (including any dealership), that may result in any such requirements not being successfully fulfilled.**

**rule 5.2 above has important consequences for you. In this rule:**

- **the legal responsibilities and liability of the Promoter and other persons are excluded or limited;**
- **the rights you have against the Promoter and other persons are limited or excluded; and**
- **you take on the responsibility and liability for certain losses or damages or events that might happen.**

**Submission of entries may be delayed or prevented by technological and other issues. Please allow enough time to ensure timeous submission of your entry.**

5.3 Only valid entries submitted during [the Competition Period] will be considered.

5.4 Unless expressly provided otherwise, only one entry is allowed per person for the Competition and only entries (duly completed as may be specified by the Promoter) on an entry form provided or approved by the Promoter (if applicable) will be considered.

5.5 If the Promoter has indicated that entries may be submitted by means of:

5.5.1 short message services ("SMS"), the Promoter reserves the right to hold that only the account holder of the cellular telephone number from which the entry was made, may be eligible to enter the Competition;

5.5.2 SMS, entry forms and/or electronic mail ("e-mail"), all SMS, paper and e-mail entries received will be combined and the winner will be [drawn/selected] from those combined entries.

5.6 You will automatically be entered into the draw for the prize once you have satisfied the Qualification Criteria and submitted an entry in accordance with this rule 5.

5.7 No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.

5.8 The Promoter reserves the right, at any time, to verify the validity of entries and to disqualify any participant who has submitted an entry that is in breach of these rules. As far as the law allows, failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## 6. Draw

The draw, which shall be performed by auditor [on a random basis from all entries submitted in compliance with these rules], will take place on the Draw Date as specified in the Competition Schedule, and in accordance with such other Draw Details (if any) as may be specified in the Competition Schedule. As far as the law allows, the decision of the Promoter (or person appointed for such purpose by the Promoter) as to any winner in terms of this paragraph 6 is final and binding and no correspondence will be entered into in this regard.

## 7. Winners

- 7.1 As far as the law allows, only entrants who comply with these rules will be eligible to win a prize. Any entrant who breaches any of these rules will immediately be disqualified.
- 7.2 The number of winners shall be as specified in the Competition Schedule.
- 7.3 Winners will be notified or announced as specified in the Competition Schedule [and may also be notified telephonically, by e-mail or identified on the Promoter's website, as determined at the Promoter's sole discretion] OR [Winners will be announced on the Promoter's social media platforms (including Facebook, Twitter and Instagram) and winners will also be contacted via telephone or email on the contact details you provided in your entry form, within a period of [2 (two) days after the Draw Date].].
- 7.4 The Promoter will use its reasonable endeavours to contact prize winners over a period of seven successive calendar days after their names have been drawn.
- 7.5 **If a winner cannot be contacted within that seven-day period on the contact details supplied, the prize will be forfeited and the Promoter may, in its sole discretion, draw another winner. As far as the law allows, the responsibility is on you, as an entrant, to ensure that you furnish the Promoter with the correct contact details, and to respond promptly.**
- 7.6 If the Promoter disqualifies a winner, or a winner forfeits a prize as contemplated in these rules, then an alternative winner shall be selected pursuant to audited random draw of eligible entrants.
- 7.7 The Promoter will endeavour to deliver prizes to a winner within 5 (five) to 7 (seven) weeks of the winner being announced and verified by the Promoter. The Promoter will bear the delivery cost. Should any winner not have received his or her prize within such period, please contact the Promoter at [care@honda.co.za].
- 7.8 The Promoter may request that winners consent in writing to their name, image and likeness being used and published by the Promoter/s in connection with this Competition for a period of 12 (twelve) months after they are announced as winners, provided that no fee will be payable by the Promoter for such use. A winner may decline the use of their name, likeness and image by the Promoter.]
- 7.9 **A winner must not bring the Promoter or any of the Promoter's brands into disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promoter, Competition and/or any of the Promoter brands, as determined by Promoter in its sole discretion, acting reasonably. The Promoter reserves the right to withdraw the prize and/or disqualify any entrant/winner that does or is reasonably likely to do so. The Promoter must act reasonably in exercising its rights under this rule.**

- 7.10 **The announcement of a winner does not constitute a ruling by the Promoter that the winner has complied with these rules.**
- 7.11 **The Promoter may disqualify an entrant and/or winner at any time, even after such announcement, should any transgressions or non-compliance with these rules be discovered. The Promoter reserves the right to disqualify the winner and select an alternative winner in the event that it reasonably believes, in its sole discretion, that the selected winner has contravened any of these rules or is suspected of any irregularities or fraudulent activities.**
- 7.12 **As far as the law allows, the [Promoter's] decision shall be final and no correspondence will be entered into.**
- 7.13 **If a prize has been received by or awarded to any entrant and/or winner who is or has been disqualified and/or who must forfeit a prize under this rules, then such entrant and/or winner shall, at his or her own cost, [at the Promoter's election exercised reasonably], immediately return to the Promoter the prize or refund to the Promoter an amount equal to the value of the prize.**

**Rule 7 above has important consequences for you. It sets out circumstances in which you may forfeit the prize.**

## 8. Prize

- 8.1 Entrants stand a chance to win a prize as specified in the Competition Schedule ("**prize**"), subject to these rules.
- 8.2 If a prize is a [travel or accommodation voucher], then:
- 8.2.1 same shall be to the maximum value as specified in the Competition Schedule;
- 8.2.2 prize vouchers may be issued by a third party as may be specified in the Competition Schedule ("**Third Party Provider**"), and may only be redeemed through such Third Party Provider;
- 8.2.3 should any final travel arrangement costs fall short of the amount of the travel voucher, the difference is not payable in cash. In such a situation, you are advised to request the Third Party Provider to pre-book any extras you would anticipate spending, in order to reach the total. Each travel voucher expires as stipulated months after date of issue. Actual trip dates may take place after the stipulated month period, but bookings have to be completed before the expiry date of the voucher;
- 8.2.4 since prizes are provided by or through third party providers, any winner and any other person who uses or participates in any prize may be required to accept the terms and conditions specified by such provider prior to such use or participation, including any terms and conditions of Third Party Provider;
- 8.2.5 contact details for Third Party Provider will be supplied to winning entrants for redemption within stipulated days after the Draw Date;
- 8.2.6 each winner and Partner (as defined below) must have a valid passport and obtain all relevant visas and travel documentation.

- 8.3 All prizes are non-transferable (including that they may not be sold, re-sold, or offered for sale), non-refundable, and no substitutions will be made except as contemplated in these rules. prizes may not be redeemed for cash.
- 8.4 A prize cannot be replaced or refunded in the event of loss or theft.
- 8.5 **As far as the law allows, Promoter makes no warranties, guarantees or representations whatsoever regarding the quality [or quantity] of the prizes. Images are merely a representation of the prize and the actual prize may vary. The Promoter reserves the right at any time, without notice, to substitute any prize with a similar prize of comparable or greater value, if the Promoter, acting reasonably, consider it necessary or expedient to do so, or if circumstances arise outside of the Promoter's control arise which necessitate such substitution.**
- 8.6 **The prize will not include any other costs or expenses relating to the prize or the enjoyment of the prize not expressly specified in these rules. The winner of a prize is responsible for all costs, expenses and requirements of and associated with possessing, using, servicing, licensing, owning, registering, maintaining and repairing such prize. Furthermore, where reasonably required by the Promoter, the winner must at his or her own cost ensure that the prize is insured adequately against all risks including damage to the prize as well as damage to third party property and/or persons. Neither the Promoter nor any other party associated with the Competition will be liable for the costs thereof or be liable should such insurance not be procured by any winner.**

**Rules 8.5 and 8.6 have important consequences for you. These rules relate to prizes and:**

- **limit and exclude the legal responsibilities and liability of the Promoter and other persons;**
- **limit and exclude the rights you have against the Promoter and other persons; and**
- **require you to take on the responsibility and liability for certain additional costs and expenses.**

- 8.7 **As far as the law allows, the Promoter may require that the winner and any person who uses, participates in or benefits from the prize awarded to such entrant (a "Partner") each sign a release, indemnity and acknowledgement form to be provided by the Promoter on the terms set out in these rules. To the extent applicable, you acknowledge and accept, and each winner may also be required to ensure that his or her Partner acknowledges and accepts, that the nature of the prizes are such that there is the risk of serious death and injury when using, receiving or participating in a prize and that by accepting, using, receiving or participating in a prize, each is accepting the risks of serious injury and death.**

**Rule 8.7 has important consequences for you. This rule relates to prizes and:**

- **limits and excludes the legal responsibilities and liability of the Promoter and other persons;**
- **limits and excludes the rights you have against the Promoter and other persons;**
- **is an acknowledgement of fact that you may suffer harm and death arising from a prize;**
- **requires you to take on the responsibility and liability for such risks; and**
- **requires you to agree to procure similar agreement and acknowledgement from any of your Partners who participate in the prize.**

## 9. Personal Information

- 9.1 By entering the Competition, you consent to the collection, use, storage, disclosure and processing of your personal information by the Promoter:
- 9.1.1 in accordance with the Promoter's Privacy Policy ("**Privacy Policy**") which is accessible at <https://www.honda.co.za/legal/privacy-policy>; and

- 9.1.2 for a reasonable period for the purposes of administering the Competition, providing the prize and other activities as contemplated in these rules.
- 9.2 The types of personal information that the Promoter may collect includes information necessary for its legitimate business interests and the categories of personal information identified in relevant data protection laws in South Africa. This may include your name, identity number, e-mail, physical and postal addresses, contact information, and other information you provide when entering and participating in the Competition.
- 9.3 The Promoter may use your personal information:
- 9.3.1 to update the Promoter's existing records;
- 9.3.2 for the purpose of administering customer relations; and
- 9.3.3 to make information available on future competitions, promotions, or products which the Promoter may conduct and/or make available (as applicable).
- 9.4 By participating in the Competition, you agree to the terms of the Privacy Policy. Please familiarise yourself with its terms before entering this Competition or otherwise providing us with any personal information.

## 10. LIABILITY AND INDEMNITY

- 10.1 **As far as the law allows, neither the Promoter, its affiliates and/or associated companies nor any of their respective agents, advisers, service providers (including advertising agencies), sponsors, promoters, distributors, directors, officers, or employees will be liable for any claim, loss or damage (including claims arising under contract and/or delict), whether direct, indirect, consequential or otherwise, including but not limited to those arising from physical harm or death, arising from any cause whatsoever connected to or arising from participation in any way in this Competition, and/or from use of any prize, the provision or use of a prize, or any act or omission of any other person. This rule does not purport to limit or exempt the Promoter for any loss directly or indirectly attributable to its gross negligence or that of any person acting for or controlled by it.**
- 10.2 **As far as the law allows, the Promoter excludes all warranties (express or implied), representations and liabilities regarding this Competition and the prizes.**
- 10.3 **The Promoter reserves the right, at any time, to verify the validity of entrants (including but not limited to an entrant's identity, age and drivers' licence), satisfaction of Qualification Criteria and to reject any entrant who has not complied with these rules. Errors and omission may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.**
- 10.4 **As far as the law allows:**
- 10.4.1 **the Promoter shall not be responsible for a entrant's failure to access the Competition for any reason whatsoever including, by way of example only, as a consequence of communications or network failures. Specifically, the Promoter is not responsible for:**
- 10.4.1.1 **entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind. Proof of submission of an entry which has not be received by the Promoter will not be sufficient**

- to qualify an entrant for the Competition if such entry was lost, damaged or delayed in the aforementioned manner; and/or**
- 10.4.1.1.2 **any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to any participant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition;**
- 10.4.2 **if the Qualification Criteria include the taking of a test drive, you acknowledge and accept that the nature of taking a test drive and the nature of the prizes are such that there is the risk of death and/or serious injury when doing so. By doing so, you are accepting the risks of serious injury and death;**
- 10.4.3 **entrants, winners and Partners possess and use prizes at their own risk; and**
- 10.4.4 **the Promoter and those persons and entities referred to in rule 10.1 shall not be liable for, and you hereby indemnify the Promoter and those persons and entities referred to in rule 10.1 and also hold the Promoter and all such persons and entities harmless from and against, any and all loss, liability, costs, damages, claims, injury and death which may be suffered or incurred by you or a Partner directly or indirectly arising out of and/or from participation in any way howsoever in this 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 Promoter) and/or any use, receipt, possession, participation in or benefit from any prize. This applies even where the liability, harm, costs, damages, claims, injury or death are direct, indirect, consequential or as a result of negligence.**

**Rule 10 above has important consequences for you. In these rules:**

- various costs, losses, damages, expenses and taxes that are not included in the prize are set out;**
- the legal responsibilities and liability of the Promoter and other persons are excluded or limited;**
- the rights you have against the Promoter and other persons are limited or excluded;**
- you take on the responsibility and liability for certain losses or damages or events that might happen; and**
- you acknowledge the existence of certain risks, including risk of harm and death.**

**You enter into the Competition and accept and enjoy the prize knowing and accepting that these things can go wrong and that there are risks.**

**rule 10.4.2 constitutes an acknowledgement of fact in relation to the risks or harm and death and may limit your right to claim for loss which may arise from such risks.**

## **11. General**

- 11.1 Your participation in the Competition is subject to these rules [and the Privacy Policy].
- 11.2 By entering into the Competition, you warrant that, to the extent applicable, your entry is your own original work and that you are the owner of any intellectual property rights subsisting in it and you grant the Promoter and its affiliated companies the perpetual worldwide



transferable royalty-free right, except where prohibited by law, to use such intellectual property and the contents of your entry and/or submission for any purpose whatsoever.

- 11.3 If you enter this Competition, the Promoter reserves the right to communicate with you at any time prior to or after the Competition Period. With the exception of any communication to winners that they have won a prize and all subsequent communication to verify the winner and ensure delivery of the prize, you may opt out from receiving such communication at any time.
- 11.4 Notwithstanding anything to the contrary in these rules, it is not intended that any provision of these rules contravenes any provision of the Consumer Protection Act, 68 of 2008 ("**CPA**") and therefore all provisions of these rules must be treated as being qualified, if and to the extent necessary, to ensure that the provisions of the CPA are complied with. Nothing in these rules:
- 11.4.1 limits or exempts the Promoter or any other person from any responsibility or liability (including, without limitation, for any loss directly or indirectly attributable to the gross negligence or wilful default of the Promoter or any other person, or any person acting for or controlled by the Promoter or any other person) to the extent that the law does not allow this,
- 11.4.2 requires you to assume risk or responsibility or liability (including, without limitation, for the kind of loss referred to in 11.4.1 above) to the extent the law does not allow this; or
- 11.4.3 excludes any warranties implied into these rules by law, to the extent that the law does not allow them to be excluded.
- 11.5 By entering the Competition in accordance with these rules, you are entering a promotional competition for the purposes of the CPA. Should you win a prize in the Competition, you undertake to expeditiously do all things necessary to enable the Promoter to comply with its obligations under the CPA including, but not limited to:
- 11.5.1 providing such personal information as may be required in order to facilitate handing over a prize (including providing proof of address and identity number); and
- 11.5.2 signing receipt of a prize upon its delivery.
- 11.6 If part or all of any of these rules is illegal, invalid or enforceable:
- 11.6.1 it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
- 11.6.2 it will be severed from these rules and the remaining provisions of these rules will continue to have full force and effect.
- 11.7 Copies of these rules are available at <https://www.honda.co.za/legal/competitions-terms-and-conditions>.
- 11.8 Any questions, comments or complaints regarding the Competition can be directed to the Promoter via [care@honda.co.za](mailto:care@honda.co.za)
- 11.9 These rules shall be governed by the laws of South Africa. As far as the law allows, the participant consents and submits to the non-exclusive jurisdiction of the High Court of South Africa, (Western Cape Division, Cape Town) in respect of all matters arising out of or in connection with the Competition or these rules.

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

### COMPETITION SCHEDULE

|   |                        |
|---|------------------------|
| <b>Competition name</b>                                     | [•]                    |
| <b>Competition Period</b>                                   | [•] to [•] (inclusive) |
| <b>Specific Qualification Criteria (if any)</b>             | [•]                    |
| <b>Specific Entry Criteria</b>                              | [•]                    |
| <b>Draw Date</b>  | [•]                    |
| <b>Draw Details (if any)</b>                                | [•]                    |
| <b>Prizes (and any specific terms attaching to a prize)</b> | [•]                    |
| <b>Number of winners</b>                                    | [•]                    |
| <b>How winners will be notified and/or announced</b>        | [•]                    |