

## **CFAO Mobility COMPETITION RULES**

### **Action Ford Louis Trichardt**

**1 June 2026 – 31 July 2026**

#### **1. INTRODUCTION**

- 1.1 This promotional competition ("**Competition**") is conducted and managed by Action Ford Louis Trichardt **Promoter**").
- 1.2 The Competition is open to all persons who are resident in South Africa, 18 years and older, and who are in possession of a valid identity document, passport or other documentary proof of South African residency except for: (a) the directors, members, partners, agents, consultants or employees of the Promoter and their immediate families; (b) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter in respect of this Competition; (c) directors, members, partners, agents, consultants or employees of the Promoter's advertising and promotion agencies or associated companies; and (d) participating outlet owners and staff.
- 1.3 These terms and conditions ("**Competition Rules**") apply to the Competition and are binding on all participants ("**Participants**"). By participating in the Competition, each Participant accepts as binding these Competition Rules.

#### **2. COMPETITION PERIOD**

- 2.1 The Competition will run from 1 June 2026 – 31 July 2026 both dates inclusive, or until the Promoter announces that the Competition has ended, whichever occurs first (the "**Competition Period**"). Only entries received during the Competition Period will be considered.

#### **3. HOW TO ENTER**

- 3.1 To enter, a Participant will be required to do the following:
  - 3.1.1 Buy a new or used car, service your Ford or buy parts from Action Ford Louis Trichardt during the mentioned period. You can also qualify for an additional entry form when you complete your online survey after a service.
- 3.2 All information, documents and materials submitted by a Participant for purposes of rule 3.1 above, shall constitute such Participant's "**entry**" for purposes of these Competition Rules.

- 3.3 By submitting an entry into this Competition, each Participant confirms eligibility to participate and to claim a Prize under these Competition Rules. The Promoter may require a Participant to provide proof of such eligibility.
- 3.4 Participants are liable for their own data charges in respect of the Competition participation as well as any verification process, if applicable.
- 3.5 Entry is valid only via this method and in the specified manner.

#### 4. DESCRIPTION OF PRIZE

- 4.1 The prize consists of accommodation in a privately owned holiday home in Hermanus for 7days for 4 – 6 people. Traveling cost is for your own expense. This prize is only valid for 4 months. (1 August – 30 November) No in-peak bookings allowed.
- 4.2 The Prizes awarded to the winners are not transferable (they may not be sold, re-sold, or offered for sale) and the winner needs to answer the 1<sup>st</sup> call made to them from the promoter. Failure to claim a Prize within the specified time period or a refusal or inability to comply herewith, will disqualify a winner and a new winner may be drawn in their place at the sole discretion of the Promoter.
- 4.3 The Prizes do not include any other costs or expenses relating to the Prizes or the enjoyment of the Prizes not expressly specified in these rules. There is no cash or other alternative to the Prizes in whole or in part. The Prizes cannot be replaced or refunded in the event of loss, theft or missed opportunity.
- 4.4 All risks in the Prizes will pass to the winner/s upon notification of having won a Prize. Where necessary, the winner/s shall ensure that his/her Prize is insured adequately against all risks including damage to the Prize as well as damage to third party property and/or persons. Such insurance is for the cost of the winner/s and 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 made provision for a winner/s.
- 4.5 No person may win more than one Prize in this Competition.
- 4.6 Winners will be selected by way of a draw conducted by the Promoter or any person appointed by the Promoter for this purpose ("**Agent**").
- 4.7 The draw to determine and/or select the winners will be done on the 31<sup>st</sup> of July 2026 by the manager after 5pm when the competition closes.
- 4.8 The winner will be announced on the 1<sup>st</sup> of August 2026.
- 4.9 The Promoter reserves the right to make media announcements containing, or otherwise publish the name/s and or photographs of a winner publicly on Facebook,

Instagram or any other social media platform or medium which the Promoter considers appropriate. By entering the Competition, Prize winners agree to the publication of their name by the Promoter, unless he/she does not want his or her name/s or photograph/s to be contained in media announcements or otherwise published.

- 4.10 The Promoter's selection and/or determination of the winner/s shall be binding and no correspondence will be entered into.
- 4.11 The Promoter may require the winner to provide it with additional information as it may reasonably require to confirm the identity of the winner, by way of example only and without limitation, producing a valid identity document and signing a receipt for the Prize received. Should any of the winners not be reached after 5 (five) attempts have been made during business hours (i.e. between 8h00 AM and 17h00 PM, excluding public holidays, Saturdays and Sundays) within a period of 72 hours of the draw for any reason whatsoever, the Prize will be forfeited, and another winner will be selected in accordance with the Competition rules as more specifically set out herein.
- 4.12 The Promoter reserves the right to carry out validation and verification processes, whether by automated means or by other reasonable methods it considers necessary. By entering the Competition, Participants agree and consent to the appropriate validation and verification measures that the Promoter may implement from time to time.

## 5. PRIZE FORFEITURE

- 5.1 If a winner fails to provide the required information or documentation to the Promoter or Agent within the time specified by the Promoter or its Agent, the winner will forfeit the Prize.
- 5.2 If a winner cannot accept, receive, or utilise (as applicable) the Prize for any reason, the Prize will be forfeited in full, and no alternative will be provided.
- 5.3 Where a Prize is forfeited, the Promoter may select a replacement winner using the original selection process.

## 6. CONSUMER PROTECTION ACT

- 6.1 By entering the Competition in accordance with its terms, each Participant is entering a Promotional Competition for purposes of the Consumer Protection Act, 2008 (the "CPA") and the Promotional Competition will be conducted in accordance with the relevant provisions 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 (i) 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 (ii) signing receipt of a Prize upon its delivery. It is not intended that any provision of these rules contravenes any provision

of the CPA and therefore all provisions of these rules must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.

- 6.2 Except in so far as required in the CPA, the Promoter or its Agent's decision as to any winner in terms of these Competition Rules is final and binding, and no correspondence will be entered in this regard.

## 7. PERSONAL INFORMATION

- 7.1 By participating in the Competition, each Participant consents to the collection, storage, processing and transfer of personal information for a specific purpose, which processing and transfer shall be carried out in accordance with applicable data protection legislation, including the Protection of Personal Information Act, 14 of 2013 ("**POPIA**"). Participants acknowledge that such consent may be withdrawn at any time by written notification to the Promoter.

- 7.2 Each Participant consents to the collection, use, storage, disclosure and processing of personal information by the Promoter for no longer than is necessary for the purposes for which it is collected i.e. administering the Competition, providing the Prize and other activities as contemplated in these Competition Rules. The Promoter and/or its duly authorised Agent will not use a Participant's personal information for any other purpose without first obtaining the Participant's consent, and will not permit the unauthorised use of any personal information.

- 7.3 The types of personal information that the Promoter may collect include, information necessary for its legitimate business interests, and the categories of personal information identified in applicable data protection legislation in South Africa. This may include a Participant's name, identity number, email, physical and postal addresses, contact information, and any other information provided by the Participant when entering the Competition.

- 7.4 The Promoter may use a Participant's personal information:

7.4.1 to update the Promoter's existing records; and

7.4.2 for the purpose of administering customer relations.

- 7.5 A Participant may submit a request to the Promoter's Information Officer to:

7.5.1 correct or delete personal information about the Participant in the Promoter's possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or unlawfully obtained; or

- 7.5.2 destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 7.6 For any information regarding the processing of personal information by the Promoter, including a list of its data processes, please contact the Promoter's Information Officer at Quinton Marais - qmarais@cfaomotors.co.za).

## **8. INTELLECTUAL PROPERTY**

- 8.1 By providing a submission, each Participant warrants that, to the extent that this applies, it is his/her own original work and that he/she is the owner of any intellectual property therein and grant the Promoter and its affiliated companies the perpetual royalty free right, except where prohibited by law, to use the contents thereof for any purpose whatsoever and to use their name for this Competition's purposes in promoting or publicising the Competition, including the right to name the winner/s of a Prize/s in public and/or by means of any social media forum.
- 8.2 The Promoter, however, does not have any obligation to use the winning entries for any purpose. The Promoter reserves the right to request that any images taken of the winner/s be used for marketing purposes in any manner they deem fit, without any further remuneration being made payable to a winner, which request a winner may decline.

## **9. LIMITATION OF LIABILITY**


- 9.1 As far as the law allows:
- 9.1.1 the Promoter shall not be responsible or liable for any lost, damaged, delayed, incorrect, incomplete or disqualified entries for any reason whatsoever or for a Participants' failure to access the Competition or submit an entry for any reason whatsoever including by way of example only as a consequence of technical malfunction, error or failure of or in any communications infrastructure or any system, satellite, network, server, hardware or software of any kind, or for any interception of or unauthorised access to any entry during the course of submission of an entry; and
- 9.1.2 neither the Promoter, its associated and/or affiliated companies, nor the directors, officers, employees or agents of the Promoter or any of the foregoing, shall be liable for any loss or damage, costs, injuries, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever which may be suffered as a result of entering the Competition, the provision or use of or participation in the Prizes, or any act or omission of any other person.

## 10. INDEMNITY

- 10.1 As far as the law allows, the Participant hereby irrevocably indemnifies the Promoter, its associated and/or affiliated companies, the directors, officers, employees or agents of the Promoter or any of the foregoing, and also holds the Promoter and all such persons and entities harmless, from and against any and all loss, liability, harm, costs, damages, claims, injury and death which may be suffered or incurred by the Participant or other person directly or indirectly as a result of participating in this Competition and/or using, receiving, participating in or benefitting from a Prize. This applies even where the loss, liability, harm, costs, damages, claims, injury or death are direct, indirect, consequential or as a result of negligence.

## 11. GENERAL RULES

- 11.1 The Promoter reserves the right, acting reasonably, to amend the Competition Rules of the Competition by notification at any time during the Competition.
- 11.2 The Promoter also reserves the right to terminate this Competition at any time and without notice if circumstances beyond its reasonable control prevent the Promoter from continuing to conduct the Competition. In the event of such termination, as far as the law allows, all Participants acknowledge that they will have no recourse or claims against the Promoter, its sponsors and/or any of their respective agents and/or staff.
- 11.3 These Competition Rules shall be governed by the laws of South Africa. The Participant consents to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, in respect of all matters arising out of or in connection with the Competition or these Competition Rules.
- 11.4 Should a Prize not be available despite the Promoter's reasonable endeavours to procure a Prize, the Promoter reserves the right to substitute a Prize with another of equal value as determined in the Promoter's sole discretion and subject to availability. No person will be entitled to be compensated in any way in this instance by the Promoter.
- 11.5 If any provision of these Competition Rules is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Competition Rules and shall not affect the validity or enforceability of any remaining provisions.
- 11.6 It is not intended that any provision of these Competition Rules contravenes any provision of the CPA, or any regulations issued under the CPA, and therefore all provisions of these Competition Rules must be treated as being qualified, if necessary, to ensure that the provisions of the CPA and its regulations are complied with. Nothing in these Competition Rules:

- 11.6.1 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;
- 11.6.2 requires you to assume risk or responsibility or liability (including, without limitation, for the kind of loss referred to in rule 11.6.1 above) to the extent the law does not allow this; or
- 11.6.3 excludes any warranties implied into these Competition Rules by law, to the extent that the law does not allow them to be excluded.
- 11.7 A copy of these Competition Rules are available on:  
<https://www.cfaomobility.co.za/ford/site/competition-terms-and-conditions/>
- 11.8 If you require any help or have any enquiries, or if you wish to access a copy of these Competition Rules, please contact the General Manager, Hannes Badenhorst – [hbadenhorst@cfaomotors.co.za](mailto:hbadenhorst@cfaomotors.co.za).
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**CFAO MOBILITY (PTY) LTD**  
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