

# KIA World's Longest Test Drive

## TERMS & CONDITIONS

1. These Terms and Conditions will govern your participation in the World's Longest Test Drive Competition and activation. ("the Competition").
2. You are deemed to have read and consented to the terms and conditions and agree to be bound thereby before entering the Competition. Information regarding the Competition which is published on authorized advertising material will also form part of the terms and conditions of the Competition.
3. The Competition will run from 25<sup>th</sup> August 2016 to 20<sup>th</sup> October 2016 ("the Competition Period"). The duration of the Competition may be extended or curtailed at the discretion of the Promotor.
4. The Competition is organized by Kia Motors South Africa (Proprietary) Limited, Registration Number: 1968/003273/07 and/or its agencies ("the Promoter")
5. The Promoter may in their sole discretion amend these terms and conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the Promoter's website [www.kiaworldrecord.co.za](http://www.kiaworldrecord.co.za).

### WHO CAN ENTER

1. At the commencement date of the Competition Period all Participants
  - 1.1 must be 18 years or older;
  - 1.2 have a valid driver's license, with no endorsements;
  - 1.3 be a South African citizen or a permanent resident of the Republic of South Africa ("the RSA"); and
  - 1.4 reside in the RSA during the period of the Competition until the redemption of the prize ("Participants"/"you"/"your").
2. Only 1 (one) entry per Participant will only go into the lucky draw to stand a chance to win a new Kia Sportage 2.0 IGNITE.
3. Entries will only be accepted by the Participant submitting them and not by a third party on the Participant's behalf.

4. Participants who have been awarded a prize from Kia South Africa within 5 years prior to the period of the commencing will be deemed ineligible.

## **HOW TO ENTER**

1. In order to be eligible to participate in this Competition the Participants must register their details and book a test drive for the World's Longest Test Drive website on [www.kiaworldrecord.co.za](http://www.kiaworldrecord.co.za) during the Competition Period.
2. Confirmation of registration will be acknowledged, but does not guarantee that you will be selected to participate in the World's Longest Test Drive.
3. Participants will be drawn at random from the total number of registrations, after which a vetting process will commence.
4. Successful Participants will receive a confirmation e-mail and SMS to the contact details provided during the registration process.
5. The World's Longest Test Drive Team will contact the participant to confirm the day, date and location of the test drive. Successful completion of the test drive following this process will secure the Participant's entry into the random draw.

## **DRAW**

6. The winner will be determined at the end of the Competition period and will be selected by a random draw overseen by an independent person in terms of the Consumer Protection Act 68 of 2008.
7. The winner will be announced on Friday, 4<sup>th</sup> November 2016 [Drafting Note: Please include a time], after the close of the Competition. The winner will be contacted via telephone or e-mail as provided.
8. The Promoter will make 3 (three) attempts to contact and notify the selected winner. If the selected winner cannot be contacted personally after 3 (three) attempts, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize, the winner will forfeit the prize and a replacement winner will be selected from the names drawn from remaining qualifying participants. This process shall continue until the winner has been contacted and the prize has

been awarded in terms of the Competition rules.

9. The Promoter reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, has contravened any of these terms and conditions, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize or if the winner fails to accept the prize after 3 (three) attempts for any reason whatsoever, if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize. In this instance the winner will be disqualified and forfeit the prize. The Promoters decision shall be final and no correspondence will be entered into.
10. When claiming the prize, the Promoter reserves the right to request the winner to provide to the Promoter with positive identification (including a valid identity document and passport) and proof of driver's license valid during the period of the Competition, failing which they may be disqualified and forfeit the prize.

#### **PRIZE**

1. Participants can enter and stand a chance to win 1 (one) all-new Kia Sportage Sport Utility Vehicle ("the Prize") [Drafting Note: Please give details of the model]
2. The Prize does not cover any transportation, on the road, or insurance costs.
3. Delivery, specification, colour and trim of the vehicle will be subject to availability of the prize at the time of the draw.
4. Specification, colour and trim of the prize may differ from those depicted in promotional communication.

#### **CONSUMER PROTECTION AND DATA PRIVACY**

1. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participants or the Promoter in terms of the Consumer Protection Act.
2. By entering the Competition, all Participants give their consent to receive various marketing and promotional material from the Promoter. Participants will be provided with an opportunity to "Opt Out" of receiving such communications, which may be via the relevant medium that such marketing communication was received.

3. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and KIA Dealerships to the extent necessary to conduct the Competition and for the prize to be delivered to prize winner.
4. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.
5. By entering this competition, you hereby release the Promoter from any and all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the competition or activation photographs or recordings, or any derivative thereof, including any claim of invasion of privacy or right of publicity.
6. The Promoter may require the winner and participants, and the winner and participants agree, to be identified, photographed, filmed and the foregoing to be published in any media, which may include but is not limited to, social media postings.

#### **GENERAL**

1. The Promoters, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods or services in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter the Competition.
2. By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Promoters decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
3. Incomplete or incorrect entries will not be eligible to be entered into the draw. The Promoter within its sole discretion will determine whether the Participant did a test drive or not based on the pre-announced entry mechanics, as promoted online and in all World's Longest Test Drive communication.[Drafting Note: please give more detail in this regard]
4. The prize is not transferable or negotiable and may not be exchanged for cash. The Promoter reserves the right to substitute the prize for an alternative prize of equal or greater value should the prize promoted not be available due to unforeseen circumstances.
5. The Promoter, or any third party acting on its behalf, KIA Dealerships and World's Longest Test

Drive activations agencies will not be liable for any loss suffered as a result of incomplete or incorrect information provided.

6. The Promoter reserves the right to shorten, extend, suspend the time period of the Competition, the dates of the draws, or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prize, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their sole discretion. In such an event, all Participants waive any rights that it may have/purport to have in terms of this Competition, and acknowledge that it will have no recourse against the Promoter whatsoever.
7. All publicity and other materials will be the sole property of the Promoter.

**PLEASE NOTE THAT THE FOLLOWING TERMS REQUIRE YOU TO TAKE ON RISK OR LIABILITY, LIMIT THE RISK AND LIABILITY OF THE PROMOTER AND/OR TO INDEMNIFY THE PROMOTER. PLEASE READ THESE TERMS CAREFULLY AND CONTACT THE PROMOTER IF YOU HAVE ANY QUESTIONS.**

8. **To the extent permitted by law, the Promoters exclude all warranties (express or implied), representations and liabilities regarding the Competition (other than for death or personal injury caused by its negligence and/or fraud)**
9. **To the extent permitted by law, the Promoter will not be liable for any defects in the Prize or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by Participants.**
10. **The Participants and/or winner hereby indemnifies the Promoter against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under law of contract or delict or otherwise, because of the Participant's entrance into the Competition.**
11. **The Competition shall be governed by and construed in accordance with the laws of the RSA.**

For further information including dates and operating times of the Competition or to request copy of these terms and conditions go to [www.kiaworldrecord.co.za](http://www.kiaworldrecord.co.za)

## **Tweet to unlock the World's Longest Test Drive route**

### **TERMS & CONDITIONS**

6. These Terms and Conditions will govern your participation in the World's Longest Test Drive "Unlock The Route" Competition (The Competition)
7. You are deemed to have read and consented to the terms and conditions and agree to be bound thereby before entering the Competition. Information regarding the Competition which is published on authorized advertising material will also form part of the terms and conditions of the Competition.
8. The Competition will run from 25<sup>th</sup> August 2016 to 3rd October 2016 ("the Competition Period"). The duration of the Competition may be extended or curtailed at the discretion of the Promoter.
9. The Competition is organized by Kia Motors South Africa (Proprietary) Limited, Registration Number: 1968/003273/07 and/or its agencies ("the Promoter")
10. The Promoter may in their sole discretion amend these terms and conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the Promoter's website [www.kiaworldrecord.co.za](http://www.kiaworldrecord.co.za).

### **WHO CAN ENTER**

5. At the commencement date of the Competition Period all Participants
  - 1.1 must be 18 years or older;
  - 1.2 have a valid driver's license, with no endorsements;
  - 1.3 be a South African citizen or a permanent resident of the Republic of South Africa ("the RSA"); and
  - 1.4 reside in the RSA during the period of the Competition until the redemption of the prize ("Participants"/"you"/"your").
6. Only 1 Participant will be selected to win one of six unlock the route prizes (Sportage gift packs) to the value of R1000.
7. Entries will only be accepted by the Participant's tweets them and not by a third party on the Participant's behalf.

## **HOW TO ENTER**

11. The Kiaworldrecord.co.za site will indicate the registration and tweet number required to unlock a part of the World's Longest Test Drive Route.
12. In order to be eligible to participate in this Competition the Participants must register their details and book a test drive for the World's Longest Test Drive website on [www.kiaworldrecord.co.za](http://www.kiaworldrecord.co.za) and tweet their participation using the prepopulated tweet found in the thank you message following their registration, during the Competition Period
13. The participant that reaches the predetermined milestone with their registration and tweet will receive one of six (6) Sportage prizes to the value of R1000.
14. Winners will receive a confirmation an e-mail confirming their contact details and requesting their delivery details.
15. The prize will arrive within 3 weeks to a month of notification.

## **DRAW**

16. The winner will be determined on the day of the unlock period and will be selected by Kia's judges.
17. The winner will be announced on the day of the unlock. The winner will be contacted via telephone or e-mail as provided.
18. The Promoter will make 3 (three) attempts to contact and notify the selected winner. If the selected winner cannot be contacted personally after 3 (three) attempts, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize, the winner will forfeit the prize and a replacement winner will be selected from the names drawn from remaining qualifying participants. This process shall continue until the winner has been contacted and the prize has been awarded in terms of the Competition rules.
19. The Promoter reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, has contravened any of these terms and conditions, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize or if the winner fails to accept the prize after 3 (three) attempts for any reason

whatsoever, if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize. In this instance the winner will be disqualified and forfeit the prize. The Promoters decision shall be final and no correspondence will be entered into.

20. When claiming the prize, the Promoter reserves the right to request the winner to provide to the Promoter with positive identification (including a valid identity document and passport) and proof of driver's license valid during the period of the Competition, failing which they may be disqualified and forfeit the prize.

### **PRIZE**

5. Participants can enter and stand a chance to win one (1) of six (6) route related Sportage hampers to the value of R1000
6. The Prize does not cover any transportation, on the road, or insurance costs.
7. Delivery, specification, colour and trim of the prize will be subject to availability of the prize at the time of the draw.
8. Specification, colour and trim of the prize may differ from those depicted in promotional communication.

### **CONSUMER PROTECTION AND DATA PRIVACY**

7. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participants or the Promoter in terms of the Consumer Protection Act.
8. By entering the Competition, all Participants give their consent to receive various marketing and promotional material from the Promoter. Participants will be provided with an opportunity to "Opt Out" of receiving such communications, which may be via the relevant medium that such marketing communication was received.
9. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and KIA Dealerships to the extent necessary to conduct the Competition and for the prize to be delivered to prize winner.
10. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.



11. By entering this competition, you hereby release the Promoter from any and all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the competition or **activation** photographs or recordings, or any derivative thereof, including any claim of invasion of privacy or right of publicity.
12. The Promoter may require the winner and **participants**, and the winner and **participants agree**, to be identified, photographed, filmed and the foregoing to be published in any media, which may include but is not limited to, social media postings.

## **GENERAL**

12. The Promoters, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods or services in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter the Competition.
13. By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Promoters decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
14. Incomplete or incorrect entries will not be eligible to be entered into the draw. The Promoter within its sole discretion will determine whether the Participant did a test drive or not based on the pre-announced entry mechanics, as promoted online and in all World's Longest Test Drive communication.
15. The prize is not transferable or negotiable and may not be exchanged for cash. The Promoter reserves the right to substitute the prize for an alternative prize of equal or greater value should the prize promoted not be available due to unforeseen circumstances.
16. The Promoter, or any third party acting on its behalf, KIA Dealerships and World's Longest Test Drive activations agencies will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
17. The Promoter reserves the right to shorten, extend, suspend the time period of the Competition, the dates of the draws, or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prize, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be

applied and interpreted within their sole discretion. In such an event, all Participants waive any rights that it may have/purport to have in terms of this Competition, and acknowledge that it will have no recourse against the Promoter whatsoever.

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19. To the extent permitted by law, the Promoters exclude all warranties (express or implied), representations and liabilities regarding the Competition (other than for death or personal injury caused by its negligence and/or fraud)
20. To the extent permitted by law, the Promoter will not be liable for any defects in the Prize or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by Participants.
21. The Participants and/or winner hereby indemnifies the Promoter against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under law of contract or delict or otherwise, because of the Participant's entrance into the Competition.
22. The Competition shall be governed by and construed in accordance with the laws of the RSA.

For further information including dates and operating times of the Competition or to request copy of these terms and conditions go to [www.kiaworldrecord.co.za](http://www.kiaworldrecord.co.za)