

## **TERMS & CONDITIONS for smart forfour:**

The following terms and conditions apply to the competition for "Joburg Live Loud" and win a Smart "competition", which the participant undertakes and agrees to be bound by:

The competition entry runs from 22 November 2016 to 13h00 on 10 December 2016.

1. The Organiser of this competition is Mercedes-Benz South Africa Ltd, hereafter referred to as the "Organiser".
2. All information relating to this competition, which may be published on any promotional material via media is covered by these terms and conditions. In the event of any conflict between the content of such promotional material and these terms and conditions, these terms and conditions shall prevail.
3. The 5FM and the Organiser reserves the right to cancel, terminate or alter the terms of this competition by giving reasonable notice, and shall be absolved from any liability whatsoever which may arise subsequent to such cancellation, termination or alteration. Details of any changes will be communicated on the Mercedes-Benz South Africa Facebook and Twitter platforms, 5FM's website [www.5fm.co.za](http://www.5fm.co.za) and on the smart websites [www.smart.co.za](http://www.smart.co.za) and [www.smartforyou.co.za](http://www.smartforyou.co.za)
4. The 5FM and the Organiser further reserves the right to terminate this competition immediately and without notice in the event that the competition is found to be or is deemed unlawful.
5. Should 5FM and the Organiser be required by any legislation, the Minister of Trade and Industry, or the National Lotteries Board to alter any aspect of this competition or to terminate the competition as a result of changes in legislation, 5FM and the Organiser shall have the right to terminate this competition with immediate effect and without notice of termination. Should the events in clause 4 occur, all participants hereby waive any rights which they may have against 5FM and the organiser and acknowledge that they will have no recourse or claim of any nature whatsoever against the SABC, 5FM, the Organiser, its agents, contractors and/or sponsors.
6. The Organiser reserves the right to substitute the prize with another prize of similar commercial value.
7. By entering this Competition, the participant agrees to be bound by these terms and conditions and by any other requirements set out in the promotional material accompanying the terms and conditions.
8. Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility will be assumed by 5FM and the Organiser for lost entries and proof of transmission will not be accepted as proof of receipt.
9. The participant acknowledges that all intellectual property rights (including the rights in designs) subsisting (or which may in the future subsist) in the print design shall automatically, on creation, vest in the absolute control of 5FM and the Organiser.
10. The participant consents to any publicity which may be generated as a result of the competition, to use on any marketing material and in the media at any time, including use of the participant's name in all related marketing and publicity promotion.

11. The participant agrees to abide by the decision of the judges, which decision is final on all matters pertaining to this competition.

12. The winner indemnifies 5FM and the Organiser, its affiliates, respective directors, officers, employees, and agents from any and all claims, liability, loss, or damage, including any third party claims, arising from or relating to, in whole or in part, this competition or the possession, use, misuse of, or inability to use the prize.

13. The participant undertakes that should any third party lodge a claim for breach of copyright or breach of any other intellectual property right, or any loss or damage arising from the participant's submission to the contest, the participant will indemnify 5FM and the Organiser, its affiliates, and their respective directors, officers, employees and agents from any and all such claims, including reasonable attorneys' fees related thereto.

14. These terms and conditions shall be governed by and construed in accordance with the laws of South Africa.

15. 5FM and The Organiser reserves the right to change these terms and conditions at any time without prior notice and such shall be published on [www.5fm.co.za](http://www.5fm.co.za) and [www.mbworld.co.za](http://www.mbworld.co.za)

16. The judges' decision will be made in their absolute discretion and be deemed final. No appeals will be entertained.

17. The winner will be announced at the Joburg Live Loud event and the winner will take delivery of the car once all the legal documents have been finalized.

18. The Prize shall be a vehicle defined to be smart forfour passion 52kW, vehicle identification number WME4530422Y090189, tridion cell black, body midnight blue.

**Details:**

1. To qualify for the competition, entrants must complete the process defined on the entry
  - a. Promotional material such as radio live reads, will encourage listeners to buy tickets and SMS the keyword SMART plus their ticket number, ID number and confirm that they have a valid driver's license to 34 555.
  - b. SMSes cost R1 and free SMSes do not apply.
  - c. The winner of the Smart car will be announced on stage at Joburg Live Loud, driven by the new Smart, on Saturday, 10 December 2016 at 4pm. The winner must be at the event to claim their prize.
  - d. To be eligible for the prize, entrants must have a valid South African or international driver's licence, must be over the age of 18, must have a valid form of identification (South African ID or international passport), and must be resident in South Africa for a period of at least one (1) year.
  
2. One winner will be randomly drawn on 10 December 2016 from the total database of entries to the competition. Should a winner fail to accept delivery of his/her prize at the event, that winner will forfeit his/her prize and 5FM and the Promoter reserves the right to award such prize to another eligible Entrant chosen in the same manner as the original winner was. Proof of identity may be required to receive a prize and 5FM, the Organizer and the Promoter reserves the right to refuse handing over a prize to a potential winner who refuses to, or cannot provide sufficient documentation to verify his/her identity. An Entrant may not win a prize if it is unlawful to give

such prize to such Entrant and if someone does win a prize under such circumstances, he/she will forfeit it.

3. By entering into this competition, entrants are consenting to receive marketing communications from the Organiser and that any personal data be used for any marketing/ non- Marketing Purpose by the Organiser and the participant acknowledges that this data may be transferred across Borders of the Republic of South Africa to another country.
  
4. The prize consists of a new smart for four to drive from the time of handover.
  - The winners will be responsible for fuel and other maintenance costs, as required, for the period of the prize.
  - The winner will be responsible to insure the vehicle comprehensively.
  - All prizes are non-transferable, non-negotiable and no cash alternatives will be offered. The organisers will make arrangements for the prize to be sent to the winners.
  
5. The competition is not open to any of 5FM's, the SABC's, the Organiser's or Sandown Motors' employees, its partners and affiliates, its suppliers, or their immediate family members.
  
6. The winner will be obliged to enter into an agreement with the organizer to take ownership of the vehicle.