

## COMPETITION RULES, TERMS AND CONDITIONS: EXPERIENCE THE 2019 TOUR DE FRANCE WITH TEAM DIMENSION DATA FOR QHUBEKA

The promoter of this competition is Mercedes-Benz South Africa Ltd, (hereafter referred to as “MBSA”), acting in conjunction with Team Dimension Data for Qhubeka. Hereafter, both parties are referred to collectively as “the Organizer’s”.

The following terms and conditions apply to the competition for the “**EXPERIENCE THE 2019 TOUR DE FRANCE WITH TEAM DIMENSION DATA FOR QHUBEKA**” competition, which the participant undertakes and agrees to be bound by:

### ENTRY RULES

1. All entries are automatic upon one of the below entry criteria being met:

<b>Ticket Details</b>	<b>Dates for travel</b>	<b>Entry Criteria</b>
1 set of double tickets to the final stages (Stage 21) of the Tour de France ( <i>Rambouillet to Paris Champs-Elysees</i> )	25 - 30 July 2019	Purchase and delivery of a new Mercedes-Benz vehicle from 1 May – 21 June 2019.

2. The competition is only valid for Mercedes-Benz Passenger Vehicles including Smart.
3. The competition starts on 1 May 2019 and closes on 21 June 2019, unless otherwise informed by the Organisers.
4. Entry criteria into the competition will consist of a purchase and delivery of a New Mercedes-Benz vehicle from 1 May – 21 June 2019.
5. In the event that the winner chooses to extend their stay, all additional expenses will be the sole responsibility of the winner.
6. Customers can not be entered into the competition more than once.
7. To be eligible for the prize, entrants must:
  - Be over the age of 18 and must have a valid form of identification (South African ID) and must be a South African citizen.
8. In the case of a juristic entity purchasing a New Mercedes-Benz vehicle, the entity will be entered into the competition. Should the entity be chosen as the winner, it is the sole responsibility of the entity to

nominate the recipient for the prize. The recipient must be over the age of 18, have a valid form of identification and must be a South African citizen

9. To be eligible for the prize, entrants must have a valid Passport and VISA for entry to France at the time of Travel (25 – 30 July 2019).
10. The following persons are excluded from this competition:
  - a. a director, member, partner, employee or agent of, or consultant to the Organisers, or any other person who directly or indirectly controls or is controlled by Organisers; and
  - b. a supplier of goods or services in connection with this competition; and
  - c. the spouses, life partners, business partners or immediate family members of the Organisers referred to herein.
11. In respect of each participant, the following information will be required upon a validation request:
  - a. Title;
  - b. Full name and surname;
  - c. e-mail address;
  - d. Cellphone or contact number;
  - e. Copy of identification document.
12. By entering the competition you agree to the use of your information in accordance with the terms of our privacy policy <https://www.mercedes-benz.co.za/passengercars/content-pool/tool-pages/legal/privacy-statement.html#>
13. All entries must be received by the Organisers before the competition closing date. If not, such entry will not be eligible, regardless of the reason for the late receipt of the entry. Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility will be assumed by the Organizer's in respect of late or incomplete entries.
14. The prize winner will be selected randomly from valid participants on 25 June 2019 and winners will be informed on the same day via telephone and/or email.
15. The Organisers will contact the winner at least 3 (three) times via telephone and/or email, however, should the Organisers not be able to reach the winner or should the winner not accept the prize by 12:00 on 27 June 2019, a new winner will be drawn.
16. The winner is hereby informed of their right to decline:
  - a. the use of your image only in marketing material;
  - b. an invitation to participate in any marketing activity.

## GENERAL RULES

17. The Organisers further reserve the right to terminate this competition immediately and without notice in the event that the competition is found to be or is deemed unlawful. Should the Organisers be required by any legislation, to alter any aspect of this competition or to terminate the competition as a result of changes in legislation, the Organisers shall have the right to terminate this competition with immediate effect and without notice of termination. Should the events in this clause 16 occur, all participants hereby waive any rights which they may have against the Organisers and acknowledge that they will have no recourse or claim of any nature whatsoever against the Organisers, its agents, contractors and/or sponsors.
18. 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 the Organisers.
19. The winner indemnifies the Organisers, their 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.
20. These terms and conditions shall be governed by and construed in accordance with the laws of South Africa.
21. 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.
22. 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.
23. Unless an alternative arrangements with the winner is made, the prize will be handed over at a location of the Organisers' choosing.
24. The prize is non-transferable, non-negotiable and no cash alternatives will be offered.
25. The Organisers reserve the right to cancel this competition, or to change the rules at our discretion or to change the prize (with another prize of similar commercial value) at any time without notice to you and shall be absolved from any liability whatsoever which may arise subsequent to such cancellation, termination or alteration.

26. Proof of identity and a valid passport will be required to collect the prize and the Organisers reserve the right to refuse handing over of a prize to any potential winner who refuses to, or cannot, provide sufficient documentation to verify his/her identity and/or citizen status where required. Tickets will only be handed to winners that can prove that they have purchased the vehicle by means of relevant identification.
27. The participant agrees to abide by the decision of the judges, which decision is final on all matters pertaining to this competition.
28. Income and other taxes, if any, are the sole responsibility of the winner.
29. You may not be awarded a prize if it is unlawful for us to supply such a prize to you. If any entry has been made in any manner which in the Organizer's discretion may provide an entrant with an unfair advantage over other entrants, unless these rules specifically allow such conduct, such entrant will be automatically disqualified from this and all future competitions run by the Organisers. The winner and spouse will undergo the mandatory CSL (checks against Sanctions List) provisions which refers to the mandatory checks that must be conducted on the winners before they are notified to ensure that the Organisers do not provide an economic benefit to a listed or sanctioned person or entity.