

## Fortuner Challenge 2025 Powered by Quartz Engine Oil Terms and Conditions

Date:

18 December 2024

### Become a challenger Terms and Conditions Copy:

#### Fortuner Challenge 2025 Powered by Quartz Engine Oil – become a challenger T's & C's

1. The Fortuner Challenge 2025 Powered by Quartz Engine Oil Competition ("Competition") is organised by Toyota South Africa Motors (Pty) Ltd ("Toyota") Stand 1, Wesco Park, Old Pretoria Main Road, Sandton, 2146 and its agencies ("Promoter").
2. These are the standard terms and conditions for the Fortuner Challenge 2025 Competition conducted or promoted by or in association with the Toyota and its media partners, namely SuperSport, Independent, NEWS24/NETWERK24, and Arena Media ("Media Partner/s"). Competition-specific rules may apply in addition to these standard terms and conditions to supplement these standard terms and conditions. In the event of a conflict between these standard terms and conditions and any competition-specific rules, the Competition-specific rules will apply.
3. The Participant's entry into the Competition constitutes your binding acceptance of the terms and conditions. Only entries completed on [www.fortunerchallenge.co.za](http://www.fortunerchallenge.co.za) for the Fortuner Challenge 2025 will be eligible for prizes.
4. The Competition is not open to:
  - 4.1. Directors, members, partners, agents, employees or consultants of the Promoter and any of the Media Partners, or any supplier of goods or services in connection with the Competition; and
  - 4.2. The spouse, life partner, business partner or associate, family members or the natural or adopted parent, child, or sibling, of any of the persons specified above.
5. The Competition is open to permanent residents and citizens of South Africa who are 18 (eighteen) years of age or older, and in possession of a valid South African Identity Document, or a valid Passport with an endorsed South African residence permit, as well as a valid driver's license issued in South ("Participant/s/Entrant/s"). The Competition **is not open to** any person below the age of 18 (eighteen) ("Minor").
6. The Competition is **also not open** to any entrant who is not physically fit, as participation in the Fortuner Challenge involves physically challenging tasks. By entering the Competition an entrant warrants that he / she is physically fit.

7. Entrants are not eligible to win in the Competition if they have won a vehicle in a competition run by Toyota within the past 5 (five) years.
8. It is the entrant's responsibility to ensure that any information which you provide to the Promoter is accurate, complete and up to date.
9. The Competition is valid within South Africa only. By entering the Competition, all Participants and Winners agree to be bound by these rules which will be interpreted by the Promoter and whose decision regarding any dispute will be final and binding and no correspondence shall be entered into regarding such decision. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel the Competition and any prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonably deems necessary.
10. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. The Promoter and its Media Partners will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the Competition and your acceptance and/or use of a prize.
11. The Promoter and/or its Media Partners will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.

**12. Competition entry mechanics:**

- 12.1. Each Media Partner will do their own vetting to determine the individual participant who will represent such Media Partner as a challenger in the Fortuner Challenger 2025 Competition ("Challenger(s)", who will participate in teams together with the 4 (four) celebrities "Hero(es)").
- 12.2. Each one (1) of the Challengers will be randomly allocated into a team with one (1) of the Heroes "Team(s)".
- 12.3. In the event that any of the Heroes and/or Challengers can no longer participate in the Competition for any reason, Toyota reserves the right to substitute such participant or adapt the mechanics of the Competition as deemed necessary.
- 12.4. The winners of the Prizes will be determined based on the outcome of the standings of the Teams in the Fortuner Challenge 2025.

**13. Prizes**

- 13.1. The Competition will afford Participants the opportunity to win one of the following prizes ("Prizes"):

### The Grand Prize

- 13.1.1. The Challenger in the winning Team stands a chance to win a new Toyota Fortuner GR-Sport (2.8 GD-6 AT) Fortuner GRS to the value of +- R 900 000.00, Thule accessories (Black Thule Evo racks, Thule Force XT Roof Box & Thule Chasm set 26L Backpack, 40L Duffel & 110L Roller to the value of R47 195) , Total Energies fuel card worth R10 000, Specialized Diverge Sport Carbon worth R 59 000, Garmin Fēnix® 8 watch worth R 24 999 and Salomon clothing worth R9 650.
  - 13.1.1.1. The Promoter reserves the right to choose the colour of the Toyota Fortuner GR-Sport awarded as part of the Grand Prize.
  - 13.1.1.2. The Toyota Fortuner GR-Sport awarded as part of the Grand Prize cannot be exchanged for any other model within the range and the winner does not have the right to change the colour and/or specifications of the vehicle.
  - 13.1.1.3. The Toyota Fortuner GR-Sport awarded as part of the Grand prize does not include insurance on the vehicle.
  - 13.1.1.4. The Toyota Fortuner GR-Sport awarded as part of the Grand Prize does not include on-the-road fees.
  - 13.1.1.5. The Toyota Fortuner GR-Sport awarded as part of the Grand prize does not include any extras.
  - 13.1.1.6. The Grand Prize cannot be exchanged for cash.

### The Runner-up Prizes

- 13.1.2. Each of the three (3) runner-up Challengers will receive a Garmin Fēnix® 8 watch to the value of R24 999, Salomon gear to the value of R9 650, a Specialized Mountain Bike to the value of R39 000 and a Thule 26L backpack to the value of 4 499.00
- 13.2. The total value of the prizes in the Competition is R1 030, 844.00.
- 13.3. All Prizes are awarded at the discretion of the Promoter. The Promoter reserves the right, at its own discretion, to substitute a Prize with any other prize of comparable commercial value.
- 13.4. Prizes are not transferable and may not be deferred, changed, or exchanged for cash or any other item.
14. The winners will be notified by means of the contact details provided to the Media Partners. If the Promoter, or a third-party supplier, is unable to contact a winner within 30 (thirty) days or if the winner is unable to collect the prize within 60 (sixty) days from notification such winner will forfeit his / her Prize.
15. Toyota and/or the Media Partners may invite the Challenger(s) to be present when the prize winners are determined or announced, to participate in any marketing activities, to appear in person on electronic media and/or print media, and/or to endorse, promote or advertise any of Toyota's goods or services, for which no fee, royalty or other compensation will be payable. The Challenger(s) may decline such an invitation.

16. The Promoter may require the winners to provide such additional information and documentation as may reasonably be required in order to process, confirm and facilitate the winner(s) acceptance and/or use of a Prize. If a winner refuse to provide the Promoter with the requested information or documentation, the winner will forfeit his / her Prize.
17. The Challengers agrees to participation in the Competition, and that the acceptance and/or use of a Prize, or any aspect thereof, is at the Challenger's own risk.
18. The Promoter and the Media Partners will not be responsible for, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the Competition or the acceptance and/or use by you, or your partner (if applicable), of any Prize, or by any action taken by the Promoter or any of its affiliates in accordance with the Terms and Conditions.
19. The Participant and in the event of the Participant's death, their family, dependents, heirs, assignees or any other beneficiaries of their estate, indemnify and hold us and our affiliates harmless against any claim by the Participant, or their partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which the Participant may suffer, howsoever arising, in relation to their entry into this Competition and/or acceptance and/or use of the Participant of a Prize.
20. The Participant acknowledges that the acceptance and use of a Prize is subject to the provision that –
  - 20.1. all the Terms and Conditions set out here will apply to Participant.
  - 20.2. The Participant indemnifies and holds the Promoter and its affiliates harmless against any claim by the Participant's partner or any third party in the event that their partner suffers any loss or damage pursuant to the Participant's partner's acceptance and/or use of a prize;
  - 20.3. The Participant will be automatically disqualified, and the Participant will forfeit the prize/s (in the event that they have already won a prize);
  - 20.4. The Participant will pay Toyota and its Media Partners for any loss or damage incurred by us directly or indirectly as a result of their (or, if applicable, their partner's) non-compliance, including all Toyota and the Media Partners' legal costs (including attorney and their own client costs) which Toyota and/or the Media Partners may incur in taking any steps pursuant to the Participant (or their partner's) non-compliance; and
  - 20.5. The Participant indemnify and hold Toyota and the Media Partners and our affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to the Participant's failure (or that of their partner, if applicable) to comply therewith.

## 21. General Terms and Conditions:

- 21.1. By entering this online Competition, all participants agree to be bound by the rules, regulations and requirements set out in the promotional material. This Competition is subject to South African law and is not offered outside South Africa.
- 21.2. The Promoter and the Media Partners reserve the right to disqualify incomplete online entries. No responsibility will be accepted for online entries lost for any reason whatsoever, whether due to inaccessibility of the site via internet, network disruption, network congestion, malicious virus attack, unauthorised data hacking, data corruption and server hardware failure or otherwise. Proof of sending will not be accepted as proof of delivery.
- 21.3. Nothing on email, or on any other website of Toyota and/or the Media Partners, or entrant's use of the services or products related hereto, shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of Toyota and/or the Media Partners or its subsidiaries or affiliates or any third party, whether by estoppels, implication or otherwise.
- 21.4. The Promoter and the Media Partners and/or its agent shall be licensed to evaluate all contest-related submissions for the purposes of the contest, including verification and judging and as specified in these Terms and Conditions. The software and programming code and media relating to the website or Facebook and Twitter page and contest-related communication is protected by the applicable laws of copyright, trademark, patent, unfair competition and other proprietary laws.
- 21.5. The Promoter's decisions shall be final in all matters relating to the draw and no correspondence will be entered into.
- 21.6. The Promoter and the Media Partners reserve the right to change the Terms and Conditions without prior notice. An entrant shall be deemed to have notice of any such amendments or interpretations upon publication of the same on the website page and shall be deemed to have accepted such amendments or interpretations by virtue of his/her continued participation in the Competition.
- 21.7. Should an entrant not wish to continue to participate in the Competition pursuant to the prevailing Terms and Conditions as amended or interpreted, he/she may terminate participation in the Competition upon written notice to the Promoter.
- 21.8. The Promoter and the Media Partners reserve the right to modify the Competition or disqualify any entrant/contestant if fraud, misconduct or technical failures destroy the integrity of the Competition and/or the goodwill of Toyota, as determined by the Promoter in its sole discretion.

- 21.9. The Promoter and the Media Partners reserve the right at their sole discretion to cancel, terminate or suspend the Competition and select winners from among all eligible entries received prior to the cancellation.
- 21.10. The Promoter and the Media Partners may in its absolute discretion extend any time limit or waive any of the Terms and Conditions where a person might otherwise be disqualified.
- 21.11. No liability shall attach to the Promoter in relation to any claims, losses or liabilities for any loss of profit or any other direct and/or indirect, special or consequential loss arising out of any of the Prizes. The Promoter is not liable for any defects in the Prizes. Ownership of and risk in, and benefit attaching to, the Prizes will pass to the Winner immediately upon delivery.
- 21.12. Toyota and its Media Partners reserve the right to use any photographs, videos or stories submitted into the Competition without the expressed written permission of the participants in the photographs, videos or stories in publications or other media material produced, used or contracted by Toyota, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, social media etc.
- 21.13. By entering the Competition, the Participant agrees that Toyota, its Media Partners and its affiliates (including the Promoter, subsidiaries, and joint ventures) may contact the Participant via email and through social media platforms to deliver marketing communications regarding their products and promotional activities. The Promoter may also use the personal data collected from the Participant, as described in the Privacy Policy accessible at [www.toyota.com](http://www.toyota.com), and that such use may include transfers to the Promoter's affiliates and third-party service providers in any country.
- 21.14. By entering the Competition, the Participants agree that Toyota, its Media Partners and its affiliates (including the Promoter, agencies, subsidiaries, and joint ventures) may contact the Participants via email and through social media platforms to deliver marketing communications regarding their products and promotional activities, provided that the Participants are given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by the Promoter for such purpose.
- 21.15. All queries in connection with the Competition should be directed to Toyota Customer Care Line on 0800 139 111.