

Fortuner Challenge 2025 Powered by Quartz Engine Oil Terms and Conditions

Date:

29 January 2025

Terms & Conditions copy:

Fortuner Challenge 2025 Powered by Quartz Engine Oil 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. The Competition is open to permanent residents and citizens of South Africa who are 18 (eighteen) years and older, and is in possession of a valid South African Identity Document, or a valid Passport with the necessary endorsed residence permit ("Participant/s/Entrant/s"). The Competition **is not open to** any person below the age of 18 (eighteen) years ("Minor"), or any employee, director, member, partner, agent or consultant or any person who directly or indirectly controls, or is controlled by, the Promoter and/or immediate family members of any employee, director, member, partner, agent or consultant of or person indirectly or directly in control of or controlled by Toyota – or its agencies, advisers, dealers, suppliers, its affiliates and/or associated companies ("Disqualified Persons").
3. The Competition is only valid within South Africa. All Participants must be residing within South Africa for the verification process and at the time of the Weekday Prizes being awarded should they be declared a Winner. Failing to do so, such person will be disqualified and the draw of a replacement entry shall take place under the same terms and conditions as the first draw. All Participants are required to present the required South African Identity Documents, or valid Passports with the necessary endorsed residence permits, for verification in order for Weekday Prizes to be awarded should they be declared a Winner. Failing to do so, such person will be disqualified and the draw of a replacement entry shall take place under the same terms and conditions as the first draw.
4. 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 Weekday Prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonably deems necessary.
5. Qualifying entrants are eligible to stand a chance to win in the Competition (refer paragraph 8.1.1 below):
 - 5.1. For each weekday day of the Competition, Monday to Friday, from 30 January 2025 to 12 February 2025, one (1) lucky winner will stand a chance to win one (1) of the Weekday Prizes (refer paragraph 8.1 below).
 - 5.2. For each weekday day of the Competition, Monday to Friday, from 13 February 2025 to 12 March 2025, two (2) lucky winners will stand a chance to each win one (1) of the Weekday Prizes (refer paragraph 8.1 below).

- 5.3. Winners' qualifying entries are returned into the entry pot, and a winner is not permitted to win more than three (3) Weekday prizes collectively.
6. The Competition will run from 9:00 on 29 January 2025 to 15:00 on 12 March 2025 ("Competition Period").

7. Competition entry mechanics:

- 7.1. The Competition will consist of Fortuner content featuring 4 (four) celebrities on the Toyota Microsite (www.fortunerchallenge.co.za) and various media channels. To enter the Competition, Participants are required to back their hero of choice on the Fortuner Challenge 2025 Competition Website (www.fortunerchallenge.co.za) during the Competition Period.
- 7.2. In the event that any of the featured celebrities can no longer participate in the Competition for any reason, Toyota reserves the right to substitute the celebrity or adapt the mechanics of the Competition as deemed necessary.
- 7.3. A maximum of 100 (one hundred) entries per individual per day is permitted, however, 1 (one) unique entry will be valid for the day the Participant has entered.

8. Prizes

- 8.1. The Competition will afford qualifying Participants to win one of the following Weekday Prizes, and Winners will be eligible for winning on the day they enter only ("Weekday Prize(s)"):

Weekday Prizes

- 8.1.1. 1 of 4 Salomon vouchers worth R2 000 each;
 - 8.1.2. 1 of 5 Salomon Shoes worth R2 999 each;
 - 8.1.3. 1 of 8 Garmin – Vivo smart 5 fitness tracker worth R3 299 each;
 - 8.1.4. 1 of 2 Garmin Fenix 7 Multisport GPS Smartwatch (47mm) Standard worth R14 499 each;
 - 8.1.5. 1 of 8 Thule Accent Backpack 23L worth R3 199 each;
 - 8.1.6. 1 of 2 Thule Crossover 2 Duffle bag 44L worth R5 799 each;
 - 8.1.7. 1 of 2 Thule Chasm duffel bag 40L worth R3 699 each;
 - 8.1.8. 1 of 7 Specialized vouchers worth R2 000 each;
 - 8.1.9. 1 of 3 Specialized Diverge Sport Carbon worth R59 000 each;
 - 8.1.10. 1 of 9 Total fuel cards worth R2 500 each.
- 8.2. In total, 50 (fifty) Weekday Prizes will be awarded in the Competition with a total value of R 247 473 (two hundred and forty-seven thousand four hundred and seventy three Rand).

- 8.3. All Weekday Prizes are awarded at the discretion of the Promoter. The Promoter reserves the right, at its own discretion, to substitute a Weekly Prize with any other prize of comparable commercial value.
- 8.4. The Weekly Prizes cannot be exchanged for any other brand, make, colour or cash.
- 8.5. The Competition draw for the Winners will take place daily between 09:00 and 09:15, from Monday to Friday, during the term of the Competition from all valid unique entries for the day of the draw.
- 8.6. Daily Winners will be called on the day of the draw, between 10:00 and 12:00, on the number provided when entering the Competition. Winners will be contacted twice (2 times) and should such winner fail to answer, he / she will forfeit their prize.
- 8.7. In the event that a Winner does not respond within 10:00 to 12:00 on the day of the daily draw, or cannot take the Prize concerned, a new Winner will be drawn under the same terms and conditions as the first draw.
- 8.8. All weekday daily winner draws will be subjected to a verification process. Winners will be confirmed only once the verification process has been completed.
- 8.9. The Verification Process:
 - 8.9.1. The Promoter will call the finalist and conduct a Competition verification process ("**Verification Process**"). The Verification Process will consist of the following:
 - 8.9.1.1. The weekday daily winners will be required to fill in a Winner form and indemnity form, which needs to be returned to the Promoter within 48 (Forty-eight) hours from notification;
- 8.10. None of the Prizes are transferable or redeemable for cash and the Promoter is not liable for any defect, changes and/or modifications in any of the Prizes.
9. The Promoter reserves the right to verify the validity of all entries.
10. In addition to the verification requirements set out in these Rules, the Promoter may require the finalists to complete and submit an information disclosure agreement and indemnification, as well as supply a copy of their valid South African Identity document, or valid Passport with the necessary endorsed residence permit, and a copy a valid driver's licence issued in South Africa within 48 hours of being confirmed a Winner, to enable the Promoter to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should any finalist refuse or be unable to comply with this rule for any reason, such Winner will be deemed to have rejected the Prize and it shall revert back to the Promoter and a new Winner will be drawn under the same terms and conditions as the first draw.
11. The results of the Competition will be communicated daily via Toyota's Twitter and Facebook pages.
12. All Prizes, other than voucher Prizes, will be sent with a courier service to the Winners' physical addresses only within thirty (30) days of notification as a winner. No prizes will be

delivered to a postal address. Voucher Prizes will be delivered within 24 hours of notification via the Winner's email address used to enter the Competition.

13. In order to effect arrangements required for the prize fulfilment in terms of this Competition, Toyota will share personal details of the respective Winners, such as name and surname, contact number and physical address, with a Toyota approved third agency, for distribution of the Prize items, and you hereby agree to such disclosure as is necessary to effect prize fulfilment.
14. All Participants and the Winners, as the case may be, indemnify the Promoter, their advertising agencies, advisers, nominated agents, suppliers and joint ventures identified by the trademarks owned by or licensed to Toyota, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in the Competition including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and/or use of the Prizes.

15. General Terms and Conditions:

- 15.1. By entering the Competition, all participants agree to be bound by the rules, regulations and requirements set out in these rules and the accompanying promotional material. The Competition is subject to South African law, and is not offered outside South Africa.
- 15.2. All entries must be completed online by 11 March 2025 at 15:00.
- 15.3. The Promoter reserves 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.
- 15.4. Nothing on email, or on any other website of Toyota, 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 or its subsidiaries or affiliates or any third party, whether by estoppels, implication or otherwise.
- 15.5. The Promoter 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.
- 15.6. The Promoter's decisions shall be final in all matters relating to the draw and no correspondence will be entered into.
- 15.7. The Promoter reserves 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.

- 15.8. 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.
- 15.9. The Promoter reserves 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.
- 15.10. The Promoter reserves 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.
- 15.11. The Promoter may in its absolute discretion extend any time limit or waive any of the Terms and Conditions where a person might otherwise be disqualified.
- 15.12. 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.
- 15.13. The Promoter reserves 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.
- 15.14. The Participants agree that Promoter may use the personal data collected from the Participant as described in the Privacy Policy accessible at www.toyota.com and that such use may include transfers to the Promoter's affiliates and third-party service providers in any country.
- 15.15. By entering the Competition, the Participants further agree that Toyota 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.
- 15.16. All queries in connection with the Competition should be directed to Toyota Customer Care Line on 0800 139 111.