



## **RULES APPLICABLE TO THE “SELL YOUR DAMAGED CAR” PROMOTION**

### **INTERPRETATION**

In these Promotion Rules unless the context clearly indicates a contrary intention, the following words and expressions shall have the following meaning:

- “the Act” means the Consumer Protection Act 68 of 2008 as may be amended from time to time.
- “Participant” means any person who qualifies to enter this Promotion as set out further herein.
- “POPI” means the Protection of Personal Information Act No. 4 of 2013 as may be amended from time to time.
- “Promotion” means the promotion known as “Sell Your Damaged Car” Promotion to which these Promotion Rules apply as run by the Promoter during the Promotion Period.
- “Promotional Rules” or “Terms & Conditions” means the rules for the Promotion contained herein as required by Section 36 of the Act.
- “Promotion Period” means the period commencing on 31st July 2024 and ending on 31<sup>st</sup> August 2024 at 17h00.
- “Reward” means the reward a Successful Participant is entitled to.
- “Successful Participant” means the Participants who are successful in the Promotion and are notified as such by SYDC as set out further herein.
- “Successful Participants Designated Bank Account” means the Successful Participants bank account the particulars of which would have been furnished by the Successful Participant to SYDC as set out further herein.
- “Website” means [www.sellyourdamagedcar.co.za](http://www.sellyourdamagedcar.co.za).
- “SYDC” means Sell Your Damaged Car (Pty) Limited.

## **INTRODUCTION**

SYDC intends to conduct a Promotion which entitles a Successful Participant to a reward. The Promotion is subject to Section 36 of the Act. Participants agree to be bound in accordance with the terms and conditions contained in the Promotion Rules.

## **THE CONSUMER PROTECTION ACT**

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 Participant or SYDC in terms of the Act. The Promotion Rules contain certain terms and conditions which may:

- limit the risk or liability of the Promoter or any relevant third party;
- create risk or liability for the Participant; and/or
- compel the Participant to indemnify the Promoter or a relevant third party; and/or
- serve as an acknowledgement by the Participant of certain facts.

## **ELIGIBILITY AND REQUIREMENTS TO QUALIFY AS A PARTICIPANT**

To be eligible to enter the Promotion, all the following requirements in respect of the participant vehicle and the sale of the vehicle must be met:

### **The Participant:**

- must be a natural person and South African resident.
- must be 18 years or older.
- must have a valid driver's license.
- must be the titleholder and/or owner of the vehicle according to the eNatis system.
- must bring their vehicle they are looking to sell to **Auction Nation Kempton Park Branch**.

**The Vehicle:**

- must be damaged and/or have mechanical issues or be non-running.

No director, member, partner, employee, agent, or consultant of SYDC or their spouses, life partners, business partners, or immediate family members may participate in the Promotion.

**HOW TO PARTICIPATE IN THE PROMOTION**

The Promotion is an **in-store only based promotion** and subject to the terms contemplated in clause 4 above and clause 5.

To enter the Promotion, Participants will be required during the Promotion Period to:

- Attend the SYDC Offices at Auction Nation Kempton Park Branch, together with the vehicle they want to sell. All vehicles will have to be valued at Auction Nation situated in Kempton Park, off the R21 Highway.
- the vehicle must be inspected by a SYDC buyer at Auction Nation Kempton Park.
- the promotion is **ONLY VALID** at the Auction Nation Kempton Park branch, no other branches are included in this promotion.
- **If SYDC does not purchase the vehicle, then the offer is null and void.**

Participants that do not comply with the terms and conditions will be ineligible for the Reward.

**THE REWARD**

A Successful Participant is eligible to receive a payment of R1,000.00 only. **The reward is only actioned once SYDC has purchased the vehicle.** The Reward is not transferable and cannot be deferred. SYDC will effect payment of the Reward into the Successful Participant's Bank Account by electronic funds transfer (EFT) within 7 (seven) business days after the verification process described in clause 5 above has been completed to SYDC's satisfaction. For the sake of certainty, SYDC will only effect payment of any Reward payable to a bank account in the name of and belonging to the Successful Participant. The Successful Participant will be required to provide his/her name, ID number, and contact details and to sign an acknowledgment of receipt of the Reward. SYDC reserves the rights to withhold the Reward from a Participant pending verification which it in its sole discretion may deem necessary. SYDC will not be liable for any payment made into a bank account where the incorrect particulars were provided by the Successful Participant.

## **THE SUCCESSFUL PARTICIPANTS**

By participating in the Promotion, each Successful Participant hereby accepts that he/she may be required to take part in further publicity relating to the Promotion and consents to his/her name and photographs being utilized for promotional purposes. The Successful Participant understands that he/she has the right to decline from taking part in further publicity relating to the Promotion as contemplated above.

## **POPI**

The purpose of POPI is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By entering the Promotion, the Participant consents to his/her personal information being processed by SYDC, which consent is effective the date of entering into the Promotion. By entering the Promotion, the Participant:

- gives his/her consent to SYDC to collect, process, and distribute his/her personal information where SYDC is legally required to do so.
- understands his/her right to privacy and the right to have his/her personal information processed in accordance with the provisions of POPI.
- understands the purposes for which his/her personal information is required and for which it will be used, being to adjudicate the Promotion and for future marketing purposes by SYDC.
- understands that should he/she refuse to provide SYDC with the required consent and/or information, the Participant will not qualify for the Reward contemplated herein.
- declares that all his/her personal information supplied to SYDC is accurate, up to date, not misleading, and that it is complete in all respects and will be held and/or stored securely for the purpose for which it was collected.
- understands that he/she has the right to request that his/her personal information be corrected or deleted if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully, or that the personal information or record be destroyed or deleted if SYDC is no longer authorized to retain it.

No Successful Participants taking part in SYDC's publicity campaigns will be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of SYDC.

## **AMENDMENTS, DISQUALIFICATION, AND DISPUTES**

SYDC reserves the right to terminate and/or suspend and/or extend the Promotion at any time and for any reason that SYDC deems fit. If the Promotion is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotion and acknowledge that they have no recourse against SYDC, its members, directors, employees, agents, partners, suppliers, consultants, or sponsors. These terms and conditions are subject to change according to SYDC's discretion, and SYDC reserves the right to alter any aspect of the competition at any time at its sole discretion without liability. In the event of a dispute relating to the Promotion and/or the Promotion Rules, the decision of SYDC shall be final and binding. In this regard and for further clarity, SYDC shall be entitled to deal with such disputes (or any failure by Participants to follow the Promotion Rules) in its sole discretion, including that SYDC shall be entitled to immediately disqualify Participants from the Promotion without the need to provide any reasons. Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of the Promotion Rules by a Participant determined in SYDC's sole discretion will result in disqualification from the Promotion and ineligibility to win any Reward.

## **INDEMNIFICATION**

The Participant expressly agrees to provide the following indemnifications:

- the Participant indemnifies and holds harmless SYDC, its directors, employees, agents, and its promotional partners, their directors, employees, and agents ("the Indemnified Parties") of any and all liability pertaining to any damage, cost, injuries, and losses of whatsoever nature and howsoever arising from his/her participation in the Promotion and related events and activities, including without limitation personal injuries, death, and property damage and claims based on publicity rights, defamation, or invasion of privacy ("the indemnified loss").

## **GENERAL**

The Participant expressly acknowledges that he/she has been given an appropriate opportunity to read the Promotion Rules before entering the Promotion and that he/she understands and hereby agrees to the Promotion Rules. It is a material term of the Promotion that all Participants participate entirely at their own risk. The Participant acknowledges that in the event that he/she is eligible for a reward, he/she is responsible for any tax implications associated with the receipt and/or transfer and/or spend of the Reward that may be due to him/her arising from this Promotion. Participants who are not eligible to enter the Promotion will be disqualified and their entries declared invalid.