

## **RULES APPLICABLE TO THE WEELEE MEGA REWARDS PROMOTION**

### **1. INTERPRETATION**

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

- 1.1.1 “**the Act**” means the Consumer Protection Act 68 of 2008, as may be amended from time to time.
- 1.1.2 “**Participant**” means any person who qualifies to enter this Promotion as set out further herein.
- 1.1.3 “**POPI**” means the Protection of Personal Information Act, No. 4 of 2013, as may be amended from time to time.
- 1.1.4 “**Promotion**” means the promotion, known as Weelee’s Mega Rewards Promotion, to which these Promotion Rules apply, as run by the Promoter during the Promotion Period.
- 1.1.5 “**Promotional Rules**” or “**Terms & Conditions**” means the rules for the Promotion contained herein, as required by Section 36 of the Act.
- 1.1.6 “**Promotion Period**” means the period commencing on 1<sup>st</sup> November 2023 and ending on 12<sup>th</sup> November 2023 at 17h00.
- 1.1.7 “**Registered motor car dealers**” means dealerships which are registered in terms of the Second-Hand Consumer Goods Act of 2009, as may be amended from time to time.
- 1.1.8 “**Reward**” means the reward a Successful Participant is entitled to.
- 1.1.9 “**Successful Participant**” means the Participants who are successful in the Promotion and are notified as such by Weelee as set out further herein.
- 1.1.10 “**Successful Participants Designated Bank Account**” means the Successful Participants bank account, the particulars of which would have been furnished by the Successful Participant to Weelee as set out further herein.
- 1.1.11 “**Website**” means [www.weelee.co.za](http://www.weelee.co.za)
- 1.1.12 “**Weelee**” means Weelee (Pty) Limited.

### **2. INTRODUCTION**

- 2.1 Weelee intends conducting a Promotion which entitles a Successful Participant to a reward.
- 2.2 The Promotion is subject to Section 36 of the Act.
- 2.3 Participants agree to be bound in accordance with the terms and conditions contained in the Promotion Rules.

### 3. THE CONSUMER PROTECTION ACT

3.1 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 Weelee in terms of the Act.

3.2 The Promotion Rules contain certain terms and conditions which may:

**3.2.1 limit the risk or liability of the Promoter, or any relevant third party; and/or**

**3.2.2 create risk or liability for the Participant; and/or**

**3.2.3 compel the Participant to indemnify the Promoter or a relevant third party; and/or**

**3.2.4 serve as an acknowledgement, by the Participant, of certain facts.**

### 4. ELEGIBILITY AND REQUIREMENTS TO QUALIFY AS A PARTICIPANT

4.1 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:

#### 4.1.1 The Participant:

4.1.1.1 must be a natural person and may not be a juristic person.

4.1.1.2 must be 18 years or older.

4.1.1.3 must have a valid driver's license.

4.1.1.4 must be the titleholder and/or owner of the vehicle according to the eNatis system.

#### 4.1.2 The vehicle:

4.1.2.1 must have less than 100 000km's on the odometer.

4.1.2.2 must not be older than 5 (five) years old.

4.1.2.3 must not have been subjected to major structural repair work.

4.1.2.4 must not have any mechanical issues.

4.1.2.5 must be in a roadworthy condition.

#### 4.1.3 Sale of the vehicle:

4.1.3.1 the Participant shall provide proof of payment by means of a Sale Agreement demonstrating the sale of the vehicle to a registered motor car dealership within a period of 7 (seven) days of the offer made by Weelee in respect of the vehicle.

4.1.3.2 in the case of a settlement of the vehicle, the Participant shall provide proof of payment of the settlement amount of the vehicle and the

requisite proof of sale of the vehicle within a period of 7 (seven) days of the offer made by Weelee in respect of the vehicle

- 4.1.3.3 the Participant shall provide Weelee with a copy of the agreement of sale concluded in respect of the vehicle with the registered motor car dealership. The agreement of sale must be concluded and finalized within a period of 7 (seven) days of the offer made by Weelee in respect of the vehicle.
- 4.1.3.4 Evidence in the form of a Natis document proving transfer of ownership from the titleholder/owner to the registered motor car dealership.

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

## 5. HOW TO PARTICIPATE IN THE PROMOTION

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

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

5.2.1 Attend the Weelee Megastore situated in Midstream together with the vehicle they want to sell. All vehicles will have to be valued at the Weelee Megastore situated in Midstream.

5.2.2 Bring a competitive written offer to purchase from registered motor car dealership, together with the contact details of the salesperson dealt with at the registered motor car for the purposes of verification of the offer to purchase. The onus is upon the Participant to verify if in fact the motor car dealership is registered according to the Second-Hand Goods Act.

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

5.4 Offers which are unclear and/or illegible and/or which contain errors and/or false information and/or are not verifiable and/or are not from an accredited motor car dealership will be invalid.

## 6. THE REWARD

6.1 A Successful Participant is eligible to receive a payment of R1 000.00 only.

6.2 The Reward is not transferable and cannot be deferred.

- 6.3 Weelee 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 Weelee's satisfaction. For the sake of certainty, Weelee will only effect payment of any Reward payable to a bank account in the name of and belonging to the Successful Participant.
- 6.4 The Successful Participant will be required to provide his/her name, ID number and contact details and to sign an acknowledgement of receipt of the Reward.
- 6.5 Weelee reserve the rights to withhold the Reward from a Participant pending verification which it, in its sole discretion may deem necessary.

**Weelee will not be liable for any payment made into a bank account where the incorrect particulars were provided by the Successful Participant**

## **7. THE SUCCESSFUL PARTICIPANTS**

- 7.1 **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/name and photographs utilized for promotional purposes.**
- 7.2 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.

## **8. POPI**

- 8.1 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 Weelee, which consent is effective the date of entering into the Promotion. By entering the Promotion, the Participant:
- 8.1.1 gives his/her consent to Weelee to collect, process and distribute his/her personal information where Weelee is legally required to do so.
  - 8.1.2 understands his/her right to privacy and the right to have his/her personal information processed in accordance with the provisions of POPI.
  - 8.1.3 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 Weelee.

- 8.1.4 understands that, should he/she refuse to provide Weelee with the required consent and/ or information, the Participant will not qualify for the Reward contemplated herein.
- 8.1.5 declares that all his/her personal information supplied to Weelee 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.
- 8.1.6 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 Weelee is no longer authorized to retain it.
- 8.1.7 No Successful Participants taking part in Weelee'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 Weelee.

## 9. AMENDMENTS, DISQUALIFICATION AND DISPUTES

Weelee reserves the right to terminate and/or suspend and/or extend the Promotion at any time and for any reason that Weelee 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 Weelee, its members, directors, employees, agents, partners, suppliers, consultants or sponsors.

- 9.1 These terms and conditions are subject to change according to Weelee's discretion and Weelee reserves the right to alter any aspect of the competition at any time at its sole discretion without liability.
- 9.2 In the event of a dispute relating to the Promotion and/or the Promotion Rules, the decision of Weelee shall be final and binding. In this regard and for further clarity, Weelee shall be entitled to deal with such disputes (or any failure by Participants to follow the Promotion Rules) in its sole discretion, including that Weelee shall be entitled to immediately disqualify Participants from the Promotion without the need to provide any reasons.
- 9.3 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of the Promotion Rules by a Participant, determined in Weelee's sole discretion, will result in disqualification from the Promotion and ineligibility to win any Reward.

## 10. INDEMNIFICATION

- 10.1 **The Participant expressly agrees to provide the following indemnifications:**

10.1.1 the Participant indemnifies and holds harmless Weelee, 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”).**

## 11. GENERAL

- 11.1 **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.**
- 11.2 **It is a material term of the Promotion that all Participants participate entirely at their own risk.**
- 11.3 **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.**
- 11.4 Participants who are not eligible to enter the Promotion will be disqualified and their entries declared invalid.