

TERMS AND CONDITIONS

1. Terms and conditions applicable to the Nissan Easter Festival Test Drive Competition ("**Competition**") conducted by Nissan South Africa (Pty) Ltd ("**Promoter**").
2. This Competition will run from 25 March 2016 to 28 March 2016. Entries received after the closing date will not be considered.

WHO CAN ENTER?

3. Participants must be 18 years or older, have a valid drivers' licence, have a valid identity document or passport, be a South African citizen or a permanent resident of the Republic of South Africa and reside in the Republic of South Africa during the period of the Competition up until the redemption of the prize ("**Participants**" / "**you**" / "**your**").

HOW TO ENTER

4. Participants wishing to enter must complete an indemnity form and then take a test drive in a Nissan vehicle at the Nissan Easter Festival.
5. The Nissan test drive area will be situated on the Bernard McHardy Area at Kyalami Equestrian Park from Friday 25 March to Monday 28 March 2016 at the Nissan Easter Festival.
6. Only 1 (one) entry per person and the entry will only go into 1 (one) of the 4 (four) draws.
7. Once you have taken a test drive, the date of entry is the date that you took the test drive and you will be entered into the draw for that specific day.
 - All test drives on Friday 25 March – Draw 1
 - All test drives on Saturday 26 March – Draw 2
 - All test drives on Sunday 27 March – Draw 3
 - All test drives on Monday 28 March – Draw 4
8. Participants will only be entitled to 1 (one) prize should they be drawn as the winner.
9. Entries must be by the Participant submitting them and not by a third party on the Participant's behalf.

PRIZE

10. You can enter and stand a chance to win 1 (one) prize valued at R2 000 (two thousand rand) –
 - **A MasterCard Prepaid Gift Card to the value of R2 000**
11. The prize does not cover any other costs of the winner whatsoever.
12. **A MasterCard Prepaid Gift Card to the value of R2 000** is a gift card valued at R2 000 (two thousand rand). Purchases can be made everywhere MasterCard is accepted.
13. The Promoter will not be responsible for gift cards that are lost or stolen once the winner takes delivery.

DETERMINATION OF THE WINNER

14. The four winners will be determined at the end of the competition period and will be selected by a random draw overseen by an independent person in terms of the Consumer Protection Act 68 of 2008
15. The draw will take place within 5 (five) working days after the close of the competition or as soon as reasonably possible.
16. The winner will be contacted via telephone on the phone number provided to the Promoter within 5 (five) working days or as soon as reasonably possible after the draw has taken place.

17. The Promoter will make 3 (three) attempts within 5 (five) working days of the draw taking place to contact and notify the selected winner telephonically. If the selected winner cannot be contacted personally after 3 (three) attempts, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize, the winner will forfeit the prize and a replacement winner will be selected from the names drawn from remaining qualifying participants. This process shall continue until the winner has been contacted and the prize has been awarded in terms of the Competition rules.

PUBLICITY AND GRANTING OF RIGHTS IN PHOTO


18. Please note that the following terms require you to **give permission to use your name or image in marketing material or participate in any marketing activity.**
19. You have the right to decline permission to use your name or image in marketing material or participate in any marketing activity. Participation in the Competition will require for example that your photo and/or name be displayed on Facebook/Instagram/Twitter and specifically the Nissan Facebook page and website - www.nissan.co.za.
20. The Participant grants to the Promoter the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sub-licensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the photo in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to Participant. Participant further agrees, upon the Promoter's request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such grant of license rights.

CONSUMER PROTECTION AND DATA PRIVACY

21. 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 the Promoter in terms of the Consumer Protection Act.
22. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for the prize to be delivered to prize winner.
23. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.

GENERAL

24. The Promoter of this competition is Nissan South Africa (Pty) Ltd, registration number 1963/007428/07.
25. Participants may not enter or receive a prize if they are directors, members, partners, employees, agents of or consultants of the Promoter, their subsidiaries, holding companies, divisions and/or associated companies or of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by the Promoter, or their spouses, life partners, immediate family members or business partners.
26. By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Promoter's decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
27. Incomplete or incorrect entries will not be eligible to be entered into the draw. The Promoter within their sole discretion will determine whether the Participant did a test drive or not.
28. The prize is not transferable or negotiable and may not be exchanged for cash.
29. The Promoter reserves the right to substitute the prize for an alternative prize of equal or greater value should the prize promoted not be available due to unforeseen circumstances.

30. The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
31. The Promoter reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, has contravened any of these terms and conditions, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize or if the winner fails to accept the prize after 3 (three) attempts for any reason whatsoever, if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize. In this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
32. When claiming the prize, the Promoter reserves the right to request the winner to provide to the Promoter within 10 (ten) working days of date being notified of their prize, positive identification (including a valid identity document or passport) and proof of drivers's licence valid during the period of the Competition, failing which they may be disqualified and forfeit the prize.
33. The Promoter reserves the right to shorten, extend, suspend the time period of the Competition, the dates of the draws, or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prize, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their sole discretion. In such an event, all Participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they will have no recourse against the Promoter whatsoever.
34. All publicity and other materials will be the sole property of the Promoter.
 Please note that the following terms require you to **take on risk or liability, limit the risk and liability** of the Promoter or to **indemnify the Promoter**. Please **read it carefully** and contact the Promoter if you have any questions!
35. **To the fullest extent permitted by law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoter, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of the prize.**
36. To the extent permitted by law, the Promoter will not be liable for any defects in the prize or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by Participants.
37. Participants confirm by their entry into the Competition that Facebook, Instagram and Twitter are not the promoters of this Competition, it is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram and Twitter and they **fully release Facebook, Instagram and Twitter from any liability in connection with this Competition**. Any questions, comments or complaints regarding the Competition are to be directed to the Promoter or its agent BrandUnlimited.
38. The laws of the Republic of South Africa shall govern these competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction.
39. For further information including dates and operating times of the test drive area or to request copy of these terms and conditions go to www.nissan.co.za or call BrandUnlimited during office hours at 011 702 1412.