

## #UpgradeMyKIA Terms & Conditions

1. Terms and conditions applicable to the #UpgradeMyKIA” Competition (“Competition”) conducted by KIA Motors South Africa (Pty) Ltd (“Promoter”).
2. The Competition will run from Friday 5th October to Friday 29th March 2019. Entries received after the closing date will not be considered.

### WHO CAN ENTER

1. Participants must be 18 years or older, be the registered owner of a KIA vehicle, have a valid driver’s license, have a valid identity document, 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”).
2. Participants wishing to enter and be eligible for a prize must register on [www.upgrademykia.co.za](http://www.upgrademykia.co.za). To be eligible for an upgrade participants must be owners of the KIA vehicle indicated in their competition submission. Additionally, the KIA vehicle must be a previous generation vehicle as entries with vehicle models currently sold by KIA South Africa will not be considered.
3. Only 1 (one) entry per person will be considered by the judges, winners will be determined according to the judges discretion.
4. Entries must be entered by the participant and not by a third party doing so on the participant’s behalf.

### HOW TO ENTER

1. Participants are to register their details and motivate why they deserve a KIA upgrade from 5th October 2018 to 29th March 2019, on [www.upgrademykia.co.za](http://www.upgrademykia.co.za).
2. The winners will be determined during and after the registration period and will be selected by a panel of judges.

3. The winners will be announced as and when selected from 4th November 2018 to March 2019. The winner will be contacted via telephone or email on the phone number and/or e-mail address registered on [www.upgrademykia.co.za](http://www.upgrademykia.co.za)

4. KIA Motors South Africa will make 3 (three) attempts to contact and notify the selected winner. 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.

5. KIA Motors South Africa (Pty) Ltd will facilitate all vehicle distribution arrangements.

## PRIZE

1. Participants can enter and stand a chance to win 1 (one) of 5 (five) vehicle upgrades. An upgrade is the latest model year of the KIA vehicle the participant owns. Winners will be required to cede their existing vehicle to KIA in exchange for the latest model year of similar or equivalent specification. The prize does not cover any other costs of the winner whatsoever, specifically any value added services, maintenance plans, fuel, or insurance costs.

2. The prize is only valid for an upgrade of the owner's current vehicle, where participant's vehicles are financed, KIA will settle the bank according to the latest TransUnion Auto Dealers Guide trade value of the vehicle. Any costs beyond the value stipulated in the latest TransUnion Auto Dealers guide will be to the owner's account.

3. Where a winner is selected and their vehicle is discontinued, KIA will provide an inflated adjusted option based on the original purchase value of the winner's vehicle.

## CONSUMER PROTECTION AND DATA PRIVACY

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 the Promoter in terms of the Consumer Protection Act.
2. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and KIA Dealerships to the extent necessary to conduct the competition and for the prize to be delivered to prize winner.
3. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.
4. By entering this competition and winning, the winner may be required to participate in marketing or promotional activities that include social media postings.

## GENERAL

1. The Promoter of this competition is KIA Motors South Africa (Pty) Ltd, registration number 1968/003273/07.
2. Participants may not enter or receive a prize if they are directors, members, partners, employees, agents of or consultants of the Promoter and 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 KIA Motors South Africa, or their spouses, life partners, immediate family members or business partners.
3. By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Promoters decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
4. Incomplete or incorrect entries will not be eligible to be entered into the draw.

5. The prize is not transferable or negotiable and may not be exchanged for cash. 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.
6. The Promoter and KIA Dealerships will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
7. 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 Promoters decision shall be final and no correspondence will be entered into.
8. When claiming the prize, the Promoter reserves the right to request the winner to provide to the Promoter with positive identification, proof of ownership (including a valid identity document) and proof of driver's license valid during the period of the Competition, failing which they may be disqualified and forfeit the prize.
9. 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.

10. 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!

11. 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.

12. 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.

13. 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. For further information including dates and operating times of the Competition or to request copy of these terms and conditions go to [www.upgrademykia.co.za](http://www.upgrademykia.co.za)