**FKN ARMY**

**TOYOTA HILUX PROMOTIONAL GIVEAWAY 2022**

**– TERMS AND CONDITIONS –**

1. **INTRODUCTION**

These terms and conditions apply to the FKN Army Toyota Hilux Promotional Giveaway 2022 ("the Giveaway") more fully described below.

1. **KEY WORDS AND DEFINITIONS**

The following words shall have the meaning given below.

"**Accountant**" the accountants, appointed to oversee the Giveaway by the FKN Army being Stuizen Accounting and Taxation, Emalahleni;

"**Announcement**

**Date**" the **9th of December**;

"**Closing** **Date**" means the **5th of December 2022**;

"**Draw** **Date**" **6th of December 2022**;

"**Draw**" means the lucky (randomized) draw from the list of Members to determine the single Member that will be eligible for the Prize as further described below;

"**Members**" the members subscribed as on the Closing Date (5th of December 2022) to the FKN Army in accordance with its membership requirements;

"**FKN** **Army**" **FKN Army (NPC)** being a non-profit company with company registration number 2022/301204/08 and the promotor of the Giveaway;

"**Start** **Date**" the date whereupon the Giveaway was announced being the 29th of October 2022;

"**Rules**" these terms and conditions;

"**the** **Giveaway**" the random draw to be held in accordance with the Rules in terms whereof a Member will win the Prize;

"**the** **Prize**" means the Toyota Hilux 2.8 GD-6 (new) year model 2022 supplied by Barloworld Toyota Witbank 111 OR Tambo Street Emalahleni, Witbank Mpumalanga with the following extras installed in it by LA Sport Pretoria East (Pty) Ltd - 1 PIAK Loop Bullbar, 3 Lightforce Venom Professional Spotlight, Lightforce Harness, Hilux 25mm Spacer Set, LAS Hilux Snorkel, Rock Rage Rear Bumper, Wiring Harness Rear Bumper and a Artav Hilux Rollbar Black.

"**the** **Winner**" the member who won the Giveway as determined by the Draw.

1. The Giveaway relates to the Prize (Toyota Hilux) as described above.
2. The Prize is supplied by Barloworld Toyota Witbank with the extras sponsored by Malcom Wentzel.
3. Requirements for participation in the Giveaway.
   1. Only Members of the FKN Army are entitled to be included in the Draw;
   2. All Members (existing and new) accepting they have successfully applied to become Members and paid for their membership fee by the Closing Date will be eligible for the Prize;
   3. Only Member’s whose membership fees are paid up as at the Closing Date will be included in the Draw;
   4. In order for a Member to be paid up, the Members Fee must have **cleared into the account** of the FKN Army by the Closing Date.
   5. Only natural persons (people) can qualify as Member of the FKN Army;
   6. In order to become a Member you must apply for and become accepted as Member by completing the membership application form on the FKN Army Website <https://www.fknarmy.com/> and by means of making payment of the required Members Fee to the FKN Army;
   7. Members must be able to log into the Member's Only page on <https://www.fknarmy.com/> in order to qualify;
   8. Membership (for purposes of being included in the Giveaway and lucky Draw) will be determined as at the Closing Date;
   9. All qualifying Members as on the Closing Date and who qualifying (as set out herein) will be included in the Draw.
   10. Members who apply to become members or make payment of the membership fee after the Closing Date will not be part of the Draw or eligible for the Prize.
   11. A person can only register as Member once, in other words multiple subscriptions by the same person is not allowed.
4. How Giveaway winner will be determined.
   1. As at the Closing Date the Accountant will determine a list of Members who qualify to form part of the Draw;
   2. The Prize in the Giveaway will not be awarded to any person who is a director, member, partner, employee or agent of, or consultant to the FKN Army or any other person who directly or indirectly controls, or is controlled by, the FKN Army, or a supplier or sponsor of goods in connection with the Giveaway;
   3. Each Member from the list of Members, as aforesaid, will be assigned a single unique, sequential, number by the Accountant;
   4. One number (correlating to the winning Member) will be determined by means of a random number generator (RNG) being a computer program designed to, on random, pick a number, from the numbers assigned to the Members, as above;
   5. The RNG program used will be in the discretion of the Accountant;
   6. The Member so selected, shall win the Prize;
   7. The Draw will take place at the office of the Accountant and the results will be recorded.
   8. If it transpires that the Member is disqualified from receiving the prize, a new Winner shall be determined.
   9. Should a member accept the prize and it only become apparent afterwards that the member was disqualified, the member shall return the Prize.
   10. A Member shall be disqualified, if the Member violated these rules or if it transpires that the Member has in some manner gained an unfair advantage in the Draw.
5. **Announcement of result**
   1. The Winner will be contacted telephonically and my email on the Draw Date and be informed of the result. With consent of the Winner a video will be taken and posted at the time of actual handover of the Prize.
   2. The name and town of the winner will with consent of the Winner be announced, on the Announcement Date.
6. **Copy of these rules**

These rules are available on the FKN Army Website at https://www.fknarmy.com/.

1. **Receipt of the Prize**
   1. The Winner of the Prize shall be entitled to collect the Prize from Barloworld Toyota Witbank at the following address **111 OR Tambo Street Emalahleni, Witbank Mpumalanga**, on prior notice and from Monday to Friday between 09h00 until 16h00 and excluding public holidays.
   2. The FKN Army will provide the required documents to register the Prize into the name of the Winner at the Department of Roads and Transport, Emalahleni and pay for the costs of registration thereof in the name of the Winner (but not the costs of any fines in the name of the Winner);
   3. The Winner will become eligible for the Prize, subject to the Rules, and upon completion of the Draw and determination of the Winner;
   4. Risk of loss or damage to the Prize will vest in the Winner on collection of it by the Prize.
   5. The FKN Army reserves the right to require the full proof of identification (identity number), work, email and residential address of the Winner, before release of the Prize;
   6. The Winner shall be required to make arrangements for and collect the Prize within 30 (thirty) calendar days of the Draw Date.
   7. If the Winner fails to accept and collect the Prize within 30 (thirty) calendar days of the Draw Date, or to make arrangements for same to the reasonable satisfaction of the FKN Army the Prize shall be forfeited and a new Winner shall be determined by means of new draw to be conducted on the same basis as the first Draw read with the necessary changes in context.
   8. The prize may not be exchanged for cash and are non-negotiable and transferable and refundable.
2. **No warrantees are provided**
   1. Other than for the warrantees provided by the manufacturer of the Prize (if any), no warrantees are provided by the FKN Army in respect to the Prize.
   2. The FKN Army will provide the Prize and the Winner will accept all risk of damage, loss maintenance and repair in respect of the Prize from the delivery date.
3. **Indemnity**

The Winner, by accepting the Prize, indemnifies (releases from and agrees to protect against) and undertakes to keep indemnified, the FKN Army (as well as its directors, advisors, employees and representatives) in respect of the Prize, its use and operation, and the FKN Army (as well as its directors, advisors, employees and representatives) will not be liable for any accident, injury, damage, harm loss or loss of life that the Winner or any person who uses the Prize may suffer or that any person may suffer resulting from the use of the Prize.

1. **General conditions**
   1. The FKN Army shall not be liable for any disruption to the Giveaway, whether due to technical problems or otherwise, which is beyond its reasonable control. If there is any disruption to the Giveaway the FKN Army shall use its reasonable endeavours to remedy any disruption and resume the Giveaway in a fair manner and in due course.
   2. The FKN Army will not be responsible for any failure or inability of a Member (or applicant for Membership) to due to interruption, error, delay in operation or transmission, communications failure, website failure, or inability to process an application for Membership.
   3. The laws of the Republic of South Africa will apply to the Giveaway.