

FKN ARMY

BLACK TOYOTA HILUX DOUBLE CAB GIVE-AWAY

COMPETITION 2024 & 2025

– TERMS AND CONDITIONS –

1. INTRODUCTION

These terms and conditions apply to the Black Toyota Hilux Double Cab Give-Away Competition 2024 & 2025 ("the Competition") more fully described below.

2. KEY WORDS AND DEFINITIONS

The following words shall have the meaning given below.

"Accountant" the accountants, appointed to oversee and monitor the Competition by the FKN Army being Stuzen Accounting and Taxation, Emalahleni;

"Announcement

Date" the date the winner of the Prize will be announced being the date of the Competition;

"Closing Date" means the **13th of December 2024** being the last date to buy an entry ticket;

"Competition" a Putt Putt Golf Competition to take place between the holders of the Competitors on the Competition Date;

"Competitors" the three Eligible Ticket Holders determined by the Initial Draw (or substitutive draw in the events

provided for in these Rules) to take part in the Competition.

- "Competition Date"** the date of the Competition when the winner will be determined by means of the Putt Putt Competition and announced being the **3rd of January 2025**;
- "Draw Date"** **1st of January 2025**, being the date that the Eligible Tickets will be determined as per the Initial Draw;
- "Eligible Tickets"** the three Tickets chosen as per the Initial Draw the holders whereof will be invited to compete in the Competition to win the Prize;
- "FKN Army"** **FKN Army (NPC)** being a non-profit company with company registration number 2022/301204/08, address at 26 Tungsten Street, Witbank, Mpumalanga, 1035 and the promotor of the Competition;
- "Initial Draw"** means the lucky (randomized) draw from the list of Tickets to determine the three Competitors will be eligible to compete for the Prize during the Competition as further described below;
- "Start Date"** the date whereupon the Competition was announced and Ticket sales open;
- "Ticket"** an entry ticket for the Competition entitling the Ticket Holder thereof to participate in the Initial Draw;
- "Ticket Holder"** the holders of an entry Ticket;
- "Rules"** these terms and conditions;

"the Prize" means the all Black Toyota Hilux Double Cab supplied by FKN Army and procured from NMI Toyota Witbank, 111 OR Tambo Road, eMalahleni, 1035.

"the Winner" the winner of the Competition who will receive the Prize.

3. The Competition relates to the Prize as described above.
4. The profits of the ticket sale, after deduction of amounts for expenses and prizes, shall be solely applied for recognised charitable purposes as per the FKN Army's non-profit purposes.
5. Competitors must make their own travel arrangements to attend to the Competition and at their own cost.
6. Requirements for participation in the Competition.
 - 6.1. Only holders of a valid Ticket shall be eligible for the Initial Draw;
 - 6.2. Ticket sales will end at **midnight** on the **13th of December 2024**;
 - 6.3. The price of a ticket will remain the same no matter the number of Tickets bought (a person can buy multiple Tickets);
 - 6.4. In order for a Ticket to be valid, the Ticket must be bought and paid up, on or before the Closing Date;
 - 6.5. Entry into the Competition shall be by means of Tickets registered and paid for by completing the required entry form on the FKN Army Website <https://www.fknarmy.com/> and by means of making payment of the required cost of the Ticket to the FKN Army.
 - 6.6. All valid Tickets Holders will qualify for the Initial Draw.
7. How Competition winner will be determined.

- 7.1. The Prize in the Competition 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 Competition.
- 7.2. As at the Closing Date the Accountant will determine a list of all Ticket Holders and Tickets sold.
- 7.3. Each Ticket sold by means of qualifying online entry as provided for herein, will be assigned a single unique, sequential number, whereupon physical copies representing each ticket will be printed, for purposes of inclusion of the Initial Draw.
- 7.4. Eligible Tickets will be determined by means of a randomized draw from the physical entry Tickets as aforesaid, which will consist of all the Tickets sold by the Closing Date (the "Initial Draw"). Subsequently the final winning Ticket shall be determined by means of the Competition, described below.
- 7.5. The Initial Draw to determine the Competitors will take place on the **1st of January 2025** at a time and place determined by the FKN Army.
- 7.6. The machine used to randomize the Tickets for purposes of the Initial Draw will be in the discretion of the FKN Army and subject to approval by the Accountant.
- 7.7. To determine the final winner out of the **3 (three)** randomly selected Tickets (herein the "Eligible Tickets") as per the Initial Draw the three Eligible Ticket Holders will be invited to take part in the Competition as Competitors.
- 7.8. The Competitors will be required to confirm that they will attend to the competition and by no later than close of business the **2nd of January 2025**. Should a Competitor fail to so confirm their attendance, a further

draw shall be held from the remaining Tickets so as to invite a new Competitor, and the initial competitor shall be disqualified.

- 7.9. The Competition will take place on the **3rd of January 2025** and at a place (that will be within Gauteng Province) and time determined by the FKN Army to be announced on the Draw Date.
- 7.10. Rules of the Putt Putt Competition will be determined by the FKN Army.
- 7.11. The Competition will be skill based and Competitors will be required to personally take part in the Putt Putt Competition.
- 7.12. Competitors who do not show up in time for the Competition may be disqualified or the time of the Competition may be moved forward for up to one hour, in the discretion of the FKN Army. At least two Competitors must be present, for the Competition to proceed, failing which the Competition may be rescheduled in the discretion of the FKN Army.
- 7.13. The Competition will consist of **1 (one)** round of putting through the entire course.
- 7.14. The Winner will be the Contestant who achieves the lowest score (lowest amount of putts) to complete the course. In the case of even scores the Contestants with the lowest matched scores will putt against each other in an elimination round (comprised of three holes elected by the FKN Army) to determine the Winner.
- 7.15. The putting order will be determined by a coin toss.
- 7.16. The Competitor who wins the Competition will win the Prize.
- 7.17. If it transpires that the winner of the Competition is disqualified from receiving the Prize, the second place holder in the Competition will be declared as the Winner.

- 7.18. Should a Ticket Holder accept the Prize and it only becomes apparent afterwards that the member was disqualified, the disqualified winner shall return the Prize to the FKN Army to determine a new Winner.
- 7.19. A Ticket Holder shall be disqualified, if the Ticket Holder violated these rules or the rules of the Competition and/or if it transpires that the Ticket Holder has in some manner gained an unfair advantage in the Draw and/or if the Ticket Holder has an invalid Ticket.

8. Announcement of result

- 8.1. The Eligible Ticket Holders will be contacted telephonically and/or by email by the FKN Army to inform them of the outcome of the Initial Draw.
- 8.2. The Winner will be determined on the date of the Competition. With consent of the Winner, a video will be taken and posted at the time of actual handover of the Prize by FKN Army.
- 8.3. The name and town of the Winner will with consent of the Winner be announced, on the Announcement Date.
- 8.4. Announcements will be made on social media platforms and the website of the FKN Army - <https://www.fknarmy.com/>.

9. Copy of these rules

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

10. Receipt of the Prize

- 10.1. The Winner of the Prize shall be entitled to collect the Prize at the place directed by the FKN Army (within the Gauteng Province). The Winner shall arrange the time and date of collection with the FKN Army. Prize may be collected on a weekday (Monday to Friday) between 09h00 until 16h00 and excluding public holidays.

- 10.2. If the Winner fails to accept and collect the Prize within 30 (thirty) calendar days of the Competition 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 skill based Competition between the remainder of the Competitors to be held at the time and manner determined by FKN Army.
- 10.3. 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.
- 10.4. The FKN Army will not be responsible for any costs relating to fines in the name of the Winner.
- 10.5. The Winner will become eligible for the Prize, subject to the Rules, and upon having won the skill based Competition.
- 10.6. Risk of loss or damage to the Prize will vest in the Winner on collection of the Prize.
- 10.7. 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.
- 10.8. The Prize may not be exchanged for cash and is non-negotiable and/or refundable.

11. No warranties are provided

- 11.1. Other than for the warranties provided by the manufacturer of the Prize (if any), no warranties are provided by the FKN Army in respect to the Prize.

- 11.2. 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.

12. 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 all representatives) in respect of the Prize, its use and operation, and the FKN Army (as well as its directors, advisors, employees and all 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.

13. General conditions

- 13.1. The FKN Army shall not be liable for any disruption/delay to the Competition, whether due to technical problems or otherwise. If there is any disruption/delay to the Competition the FKN Army shall use its reasonable endeavours to remedy any disruption/delay and resume or reschedule the Competition in a fair manner and in due course.
- 13.2. The FKN Army will not be responsible for any failure or inability of a person to buy a Ticket due to interruption, error, delay in operation or transmission, communications failure, website failure, or inability to process an order to buy a Ticket.
- 13.3. A person cannot participate in the Initial Draw unless the full price of the Ticket has been paid. Once money has been received for, or on account of, a ticket or chance it cannot be refunded to the participant except if the Draw cannot proceed.

- 13.4. Ticket sales will not be allowed to any person under 18 years of age.
- 13.5. The FKN Army reserves the right to amend these rules and the rules of the Competition (except that the Prize, and Price of an Entry Ticket, will not be amended).
- 13.6. The laws of the Republic of South Africa will apply to the Competition.
- 13.7. The Competition is not intended as a lottery but as a skill based competition between the Competitors.
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