

## **LXX SANDHURST AND THE SUPER GROUP DEALERSHIPS CAR COMPETITION: TERMS & CONDITIONS**

Please read the Promotional Competition Terms and Conditions (“the Terms and Conditions”) carefully. By entering this Competition, the Participant confirms that they have read, understood and agree to be bound by the Terms and Conditions as contained herein.

### **Competition**

This Promotional Competition (“the Competition”) is organised by Penalten Investments (Pty) Ltd, Registration Number 2009/022599/07 and Supergroup Dealerships, a Division of Super Group (Pty) Ltd Company Registration Number 1972/009559/07 , (together referred to herein as “the Promoters”). The Terms and Conditions as contained herein will be interpreted and applied in accordance with the laws of the Republic of South Africa, including the Consumer Protection Act, 2008 (“CPA”) and the CPA Regulations.

#### **1. Who may enter?**

- 1.1. The Competition is open to all South African citizens and Permanent Residents residing across South Africa who hold a valid South African Identity document, passport or document of proof of South African residency.
- 1.2. All persons entering this Competition (“the Participants”) agree that the Terms and Conditions, rules and provisions as set out herein are binding on them.
- 1.3. By entering this Competition, all Participants acknowledge that they have the legal capacity to enter the Competition and hereby agree to be bound by the Terms and Conditions as set out herein.
- 1.4. The competition may only be entered into by a natural persons of 18 (eighteen) years or older at date of his/her entry into the Competition. Participants under the age of 18 years at date of entry may not enter and will be disqualified.
- 1.5. Every Participant must be in possession of a valid driver’s license or valid temporary drivers licence to enter into the Competition and at the date of the winning draw. Participants not in possession of a valid driver’s license or valid temporary drivers licence will be disqualified.

#### **2. Who may not enter?**

- 2.1. Participation in this Competition specifically excludes any person who is a:
  - 2.1.1. director, trustees, shareholders, employee, agent or consultant to the promoter or any other person who directly or indirectly controls or is controlled by the promoter;
  - 2.1.2. a supplier of goods or services in connection with the competition;

2.1.3. a Tenant of LXX Sandhurst, and any employee of the Tenant; and/or-

2.1.4. an incorporated legal entity.

### 3. Competition period

3.1. The Competition will run from 1 July 2025 ("Start Date") to 31 January 2026 ("End Date") ("the Competition Period"). Entries received outside of the Competition period will not be considered.

3.2. The Competition Period may be extended or curtailed at the discretion of the Promoter.

### 4. How to Enter

4.1. Eligible Participants must spend R1000 (one thousand rand) or more (excluding tip), in a single transaction at LXX Sandhurst ("Qualifying Purchase") during the Competition Period.

4.2. Eligible Participants are to enter the competition by:

4.2.1. completing the entry form;

4.2.2. attaching the completed entry form to the original Qualifying Purchase till slip; and

4.2.3. drop the above into 1 (one) of the designated competition boxes situated at LXX Sandhurst.

4.3. Multiple entries are permitted per Participant provided that each entry is for separate purchases at LXX Sandhurst and in accordance with the entry requirements. Multiple entries of the same purchase will result in disqualification.

4.4. Photocopied, illegible, or altered till slips will not be accepted. Lost receipts will not be reissued.

4.5. a) During the Competition Period, on the last day of each month (if the last day being a weekend or public holiday on the next business day), all competition entries for that particular month will be emptied into a single raffle drum. Thereafter, 6 (six) eligible Participants will be randomly drawn from those entries for entry into the "winning draw" at the end of the Competition Period, save for December 2025 and January 2026.

b) The December draw will take place on 22 December 2025. All entries from 23 December 2025 to 31 December 2025 will be included in the January 2026 draw. The method of the draw applied in 4.5 a) above will be applied for the December and January draws.

4.6. Should any of the Participants of the monthly draw not meet the qualifying criteria as set out herein then they shall be disqualified and a replacement entrant will be redrawn.

- 4.7. The “winning draw” will take place on 7 February 2026 at 11:00am in the Piazza at LXX Sandhurst. One Winner will be randomly chosen at the winning draw in the form of a public draw.
- 4.8. If for any unforeseen reason the winning draw cannot take place on the date as set out in clause 4.7 as anticipated, then the Promoter will endeavour to conduct the winning draw within a reasonable period thereafter and shall provide details of the new winning draw date on <https://www.lxxsandhurst.co.za>.
- 4.9. The draw will be conducted in a manner that is fair and impartial. The competition process will be audited by independent auditors MOORE. The auditors decision regarding any dispute will be final and binding on all parties, no correspondence will be entered thereafter.
- 4.10. Entry to this Competition does not make a Participant a winner. Participants must have a valid entry to stand a chance to win the prize.

## 5. The Prize

- 5.1. The Prize is a 2025 Alfa Romeo Junior essential fully electric car.
- 5.2. No substitutions or re-assignment of the Prize is permitted.
- 5.3. The Prize can only be handed over to the Winner if all details provided by the Winner are factually correct and the valid and correct requested supporting documentation are presented to the Promoter within the time period as specified by the Promoter.
- 5.4. The Promoter reserves the right to substitute the Prize with any other prize of similar economic value at any time throughout the Competition Period.
- 5.5. The Winner has to be available for the official car handover.
- 5.6. The Promoter cannot guarantee the colour or features of the car. The Winner will accept the model of the vehicle on the day of the handover and no further negotiation will be entered into.
- 5.7. The Winner will accept the Prize at their own risk.
- 5.8. The Prize excludes: vehicle licensing and registration fees, insurance, fuel and/or handover costs (if applicable).

## 6. Notification of the Winner

- 6.1. If the Winner is not present on the day of the winning draw, the Winner will be contacted on the contact number used to enter the Competition. The Promoter will endeavour to contact the Prize Winner once every day for a period of 7 (seven) consecutive days after their name

is drawn. If the Prize Winner cannot be contacted during this period for whatever reason including technical problems, the Prize will be forfeited.

- 6.2. For the entry to be confirmed as valid, the Promoters will make a telephone call to the potential Winner on the contact number as per entry details and conduct the Competition verification process. Any false or inaccurate information provided by the Winner will result in disqualification.
- 6.3. If the Prize is declined by the Winner, or if the potential Winner cannot be contacted from the details supplied on their entry, a replacement Winner will be drawn at the Promoter's discretion and the replacement Winner will be notified by the Promoter. The same contact process will be followed until such time as a valid Winner has been selected and verified.
- 6.4. The auditors may require the Winner of the Prize to complete and submit an information disclosure document to ensure compliance with the rules and the provisions of the Consumer Protection Act 68 of 2008. Should any Winner refuse or be unable to comply with this rule for any reason, such Winner will be automatically disqualified.
- 6.5. If the Participant has won on a specific cell phone number, no other numbers will be accepted by the Promoters or used by the Promoters to contact the Participant.

## 7. General

- 7.1. Entries that do not comply with the Terms and Conditions of the competition will be disqualified. The Promoters reserve the right to disqualify any entrant who breaches any provision of the Terms and Conditions of the competition.
- 7.2. Entries that are fraudulent or includes false information or whose till slip is found to be invalid, illegible or tampered with will be disqualified.
- 7.3. The auditors decision regarding disqualification (as set out herein) will be final and binding.
- 7.4. It is the Participant's responsibility to ensure that any information which you provide to the Promoter is accurate and complete and legible.
- 7.5. The Promoter accepts no responsibility for entries that are lost, mislaid, illegible, damaged, altered, or slips that are detached from the entry form, regardless of the cause.
- 7.6. In the event of a dispute in respect of any aspect of the Competition, the independent auditors decision will be final and binding.
- 7.7. The Winner will be liable for license and registration of the vehicle including any other costs associated with the Prize.
- 7.8. The Promoter does not take responsibility for the insurance of the vehicle whatsoever and this will be the complete onus of the Winner before the Prize has been handed over.

- 7.9. Any and all tax implications and liabilities relating to the Prize will be solely borne by the Winner.
- 7.10. The Winner must ensure that any existing vehicle licensing fees and outstanding fines on the eNatis system that are in the Winner's name are settled with the licensing department within 3 (three) working days from the date of winning the Prize and before the registration and handover of the car can be completed. Should the registration be unsuccessful due to the Winner's neglect/ failure/ refusal/ or for any reason whatsoever, to do so, the Prize will be forfeited.
- 7.11. The Winner will be required to provide certain documentation to the Promoter within 3 (three) days from request. Every reasonable effort will be made to contact the Winner, however if the Winner does not provide the required valid and correct documents within 3 (three) days after the Promoters have requested same, the Winner will forfeit the Prize and the Promoters will be entitled to redraw to find an alternative Winner.
- 7.12. The Winner will be required to collect the Prize. Any costs incurred by the Promoter related to the collection will be at the expense of the Winner.
- 7.13. The handover process will be pre-arranged between the Promoter and the Winner. Should the Winner fail to collect the Prize in the time period as determined by the Promoter, the Winner will be deemed to have declined the Prize and a replacement Winner will be drawn.
- 7.14. The Prize cannot be exchanged for cash, nor can the Winner exchange it for a different model.
- 7.15. The Prize is not transferable or exchangeable to the maximum extent permitted in law.
- 7.16. The Prize will under no circumstances be handed over to a third party and will only be handed directly to the verified Prize Winner.
- 7.17. The Promoter, and their subsidiary, holding, associated, related and inter-related companies are not liable for any defects in, or changes to, any part of the Prize and the Winner accepts the Prize "as is".
- 7.18. The Promoter may, after the Winner has accepted the Prize, and both before or after the Winner of the Competition has been publicly announced, request that the Winner/ Participant permits the use of their image/s and/or name/s (at no fee) in their marketing material and / or participate in their marketing activities (including endorsing, promoting and / or advertising the services of the Promoter or any of its subsidiary, holding, associated, related and inter-related companies) ("the Invitation"). The Winner/ Participant has the right to expressly decline the Invitation in the manner stipulated in this clause. Should the Winner/ Participant fail to decline the Invitation by telephone, e-mail or in writing to Sharon Henry, Tel: 011 620 2409 , Email: sharonh@cavaleros.co.za , within 1 hour of the Winner of the competition being announced, and the Winner/ Participant herein being expressly requested to accept or decline the Invitation in writing, then such Winner/ Participant shall be deemed to have accepted the Invitation herein and grants permission and / or agrees to participate in marketing activities in the manner set out above. All

enquiries regarding the Competition should be sent to the Promoter at [sharonh@cavaleros.co.za](mailto:sharonh@cavaleros.co.za).

- 7.19. A copy of these Competition rules ("the Rules") is available on the LXX Sandhurst website at <https://www.lxxsandhurst.co.za>. These Rules may be amended by reasonable notification via the LXX Sandhurst website at any time during the Competition and will be applied and interpreted by the Promoter and their decisions regarding any disputes relating to such meaning and / or content will be final and binding.
- 7.20. The Promoter is entitled to amend the Terms and Conditions hereof in so far as same is deemed necessary and such amendments may relate to any aspect of the Competition.
- 7.21. The amendments may include the addition and or deletion of any existing and/or proposed Terms and Conditions of the Competition, which amendments may also affect the identified Prize.
- 7.22. The proposed amendments may be affected during the Competition Period which amendments may result in the Competition Period being reduced and or extended as deemed necessary.
- 7.23. It is the Participant's responsibility to regularly check the website where the competition Terms and Conditions are made available. Refer to <https://www.lxxsandhurst.co.za>.
- 7.24. If the Terms and Conditions are amended as provided for herein, such amendments shall become effective immediately or on such date as may be stated or determined by the Promoter.
- 7.25. No Participant shall have any recourse or claim against the Promoter because of any amendment to these Terms and Conditions or in respect of termination or suspension of the Competition.
- 7.26. If the Promoter cannot continue with this Competition for any reason whatsoever, or if it is required to cancel, suspend or terminate the Competition by any regulatory term or applicable law, the Promoter may cancel, suspend or terminate the Competition on condition that:
  - 7.26.1. No Winner has been declared; and
  - 7.26.2. Notice of such Competition cancellation has been given to all Participants through any means of communication, including but not limited to, publication of such on the LXX Sandhurst website.
- 7.27. If the Competition becomes unlawful or if the Promoter is required by any legislated body or law/regulation to alter any aspect of the Competition, then to the full extent permitted by law, the Promoter reserves the right to suspend or terminate the Competition immediately and without notice, in which event all Participant's agree to waive any rights

that they may have in terms of the Competition and accept that no recourse will be sought against the Promoter.

- 7.28. The Winner's use of the Prize shall be entirely at his/her own risk and he/she hereby indemnifies and absolves the Promoter from any liability or damage, arising from accident, injury, harm, death, costs, including direct, indirect, special incidental or consequential or any punitive damages and/or loss sustained because of the entry or participation in the Competition and possession or use of the Prize as won in the Competition.
- 7.29. To the maximum extent permitted in law, the Promoters, or any holding, subsidiary, associated, related and inter-related companies, or any of their respective directors, officers, managers, employees, agents, franchisees, or anyone associated with any of them, shall not incur any liability to any person for any injury, loss, claim or damage of any nature whatsoever whether direct, indirect, consequential or otherwise, as a result of (or in any way connected to) any person entering into, or arising from any cause whatsoever or howsoever arising from any person's participation in any way, in this Competition or as a result of (or in any way connected to) the Prize won there under, including but not limited to any tax liability incurred by the Winner. The Prize being utilized and accepted at the sole and own risk of the Winner thereof.
- 7.30. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoters preventing them from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Promoters shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.
- 7.31. To the extent permitted by the Consumer Protection Act of 2008 ("CPA"), the Participant and/or Winner indemnifies and absolves the Promoter from claims arising from any loss, damage, harm or injury which the Winner/ Participant may sustain because of any claim which may be made against it by any third party.
- 7.32. The Participant and/or Winner indemnifies the Promoter against any claim of any nature whatsoever arising out of and/or from their participation in any way in this Promotional Competition (including, as result of any act or omission, whether negligent or otherwise, on the part of the Promoter).
- 7.33. Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 7.34. The Promoter accepts no liability or responsibility, for late or delayed delivery of the Prize.
- 7.35. Processing of Personal Information and Participant Consent:

- 7.35.1. The Participant's privacy is very important to the Promoters, and they will use reasonable efforts to ensure that any information, including personal information, provided by the Participant, or which is collected from the Participant, is stored in a secure manner.
  - 7.35.2. The Participant agrees to give honest, accurate and current information about the Participant to the Promoters and to maintain and update such information when necessary.
  - 7.35.3. The Participant acknowledges that any information supplied to the Promoters is done so voluntarily.
  - 7.35.4. By submitting any information to the Promoters in any form, the Participant further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by the Promoters under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from the Participant in the manner as provided for in clause 7.16 above, be indefinite and/or for the period otherwise required in terms of any applicable law.
  - 7.35.5. The Participant indemnifies the Promoters from any unintentional disclosures of such information to unauthorized persons.
  - 7.35.6. Should the Participant believe that the Promoters have utilised the Participant's personal information contrary to applicable law, the Participant shall first resolve any concerns with the Promoter. If the Participant is not satisfied with such process, the Participant has the right to lodge a complaint with the Information Regulator of South Africa.
  - 7.35.7. Personal information will only be retained for as long as necessary to fulfil the purpose for which it was collected or as required by the applicable law.
- 7.36. To the extent that the Terms and Conditions or any goods or services provided under these Terms are governed by the CPA, no provision as contained herein is intended to contravene the applicable provisions of the CPA, and therefore all provisions must be treated as qualified, to the extent necessary, to ensure that the relevant provisions of the CPA are complied with.
- 7.37. This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Terms and Conditions and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: <http://www.thedtic.gov.za/>.



7.38. Any provision of these Terms and Conditions or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.