

Terms and Conditions for MINI 1499GT Sale Promotion (the “Promotion”)

1. This “MINI 1499GT sale promotional campaign” is conducted by BMW South Africa (South Africa) (Pty) Ltd (hereinafter referred to as the “**Organiser**”). By participating in the said promotional campaign (the “**Promotion**”), participants agree to the terms and conditions set out herein (the “Ts and Cs”).
2. The Organiser may, in its sole discretion, amend these Ts and Cs at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date the revised Ts and Cs are available on its website.

Promotion Period

3. The Promotion commences at 12h00 pm on 04 October 2018 and ends at 11h59 am on 07 October 2018 (the “**Promotion Period**”). The Promotion offer is only valid if it is finalised through the participating and/or approved MINI SA dealerships which are located throughout the Republic of South Africa.
4. The Promotion is only valid while promotional stocks last. It is the participant’s responsibility to ensure that his/her entry is received by the Organiser prior to the closure of the Promotion Period. Any entries which are not received by the Organiser prior to the expiry of the Promotion Period will not be eligible to participate, regardless of the reason for the late entry.

Eligible entrants

5. In order to be eligible for participate in this Promotion, a participant must be:
 - 5.1. 18 (eighteen) years of age or older or, if younger than 18 (eighteen) years, be assisted to the extent necessary by a parent/legal guardian;
 - 5.2. legally capacitated to reserve and/or purchase the Reserved Car (as such term is defined in paragraph 6.1.1 below) or there are no applicable South African laws which may hamper/impede such participant to be able to purchase such a Reserved Car;
 - 5.3. willing to divulge their full name/s, identity number (or passport number/permanent residency number), email address and mobile telephone number to the Organiser through using the Organiser’s website, which information shall be kept strictly confidential at all times; and
 - 5.4. participants may be asked to provide the Organisers with a copy of their valid identity document, or passport.

Each participant represents and warrants that by entering in or participating in this Promotion, he/she has full eligibility to do so. The Organisers reserve the right to request proof that entrants have met these eligibility requirements.

How to Participate and Qualifying Criteria

6. To participate in the Promotion, each participant:
 - 6.1. must have –
 - 6.1.1. reserved for purchasing any one of the new 30 (thirty) MINI 1499 GT models which are made available for sale at www.mini1499gt.co.za (the “**Reserved Car**”)and paid the refundable reservation amount which is an amount equal to R5,000.00 (the “**Reservation Amount**”);
 - 6.1.2. made a valid offer to purchase the Reserved Car at his/her chosen (or relevant) approved MINI SA dealership (ie the participant will be able to select his/her

preferred approved MINI SA dealership as part of reserving the Reserved Car at www.mini1499gt.co.za; and

- 6.1.3. ensured that the chosen or relevant approved MINI SA dealership has received the participant's written and signed "Offer to Purchase" as it pertains to the Reserved Car,

on or before the expiry of the Promotion Period.

- 6.2. have had their (bank) finance application (where applicable) approved, or paid the applicable purchase price for the Reserved Car in cash, within 3 (three) working days following the date on which such participant may have or has completed the process outlined in paragraph 6.1 above. For the avoidance of doubt, if the foregoing has not been effected then the Organiser shall be entitled to cancel the reservation pertaining to the Reserved Car and/or take such other action (or step) in its sole discretion as it may deem appropriate.

General

7. By entering and participating in the Promotion, you agree that we may collect and process your personal information for purposes of this Promotion.
8. In the event that the sale of the Reserved Car is not finalised or completed within 3 (three) business days as contemplated in paragraph 6.2 above (or including due to the reason that the Reserved Car is no longer available for purchasing), then the Organiser will only refund the concerned participant the Reservation Amount it had received from such participant and nothing more. For the avoidance of doubt, the Reservation Amount will only be held in trust (in a non-interest bearing account) by the Organiser who will only pay it over to the approved MINI SA dealership selected by the participant only in the event that the transaction pertaining to the Reserved Car is finalised or completed by the said participant and the approved MINI SA dealership.
9. In the event of a dispute, the decision of the Organiser will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Organiser shall be entitled to deal with such disputes (or any failure by participants to follow the Ts and Cs) in their sole discretion, including that the Organiser shall be entitled, in addition to any other rights which the Organiser may have in terms of these Ts and Cs, to immediately disqualify participants from this Promotion. All the Ts and Cs are subject to the laws and/or courts of the Republic of South Africa.
10. The Organiser shall not be liable for any disruption to the Promotion, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of any disruption to the running of the Promotion, the Organiser may, in its sole discretion, use its reasonable endeavours to remedy the disruption and resume the Promotion on a fair and equitable basis to the participants.
11. No liability is accepted for any loss or damages relating to the use of the Organiser's social media platforms and/or the reliance of information contained in it or on them.
12. By participating in the Promotion the participant hereby indemnify, release and hold harmless the Organiser (including the Organiser's subsidiaries, holding companies and affiliates), its directors, employees, agents, suppliers and contractors (the **Designated Parties**) from and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind (whether direct, indirect, incidental, punitive or consequential) resulting in whole or in part, directly or indirectly, from participating in the Promotion.

13. The Organiser herein reserves the right to withdraw/exclude participants' entries which the Organiser considers unsuitable with regards to its content. The Designated Party/ies is/are not responsible for any entries which are (i) misdirected, (ii) illegible, (iii) late or (iv) not received by it/them, whether timeously or at all, regardless of the cause thereof. Without limitation, the Designated Parties are not responsible for any problems or technical malfunction of any telecommunications network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the internet, telecommunications lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.
14. The Organiser does not make any representations or give any warranties, whether expressly or implicitly, as to the Reserved Car, and in particular, but without limitation, make no representations and give no warranty that –
 - 14.1. your entry or participation in the Promotion will necessarily result in you ultimately purchasing the Reserved Car; or
 - 14.2. the Reserved Car, or any aspect thereof, will meet your requirements, preferences, standards or expectations.
15. The Organiser reserves the right to vary, postpone, suspend, or cancel the Promotion and/or sale of the Reserved Car, or any aspect thereof, without notice at any time, for any reason which it may deem necessary. In the event of such variation, postponement, suspension or cancellation, the participant agrees to waive any of his/her rights, interests and expectations that the participant may have in regard to the Promotion and/or Reserved Car, and acknowledge that s/he will have no recourse against the Organiser and its affiliates as well as third party suppliers (if any). Participants who participates in this Promotion acknowledge that, through their participation in the Promotion, they have read the legal notice pertaining to the Organiser's social media platforms (where applicable).