

# Hyundai Automotive South Africa – Terms and Conditions

## WEBSITE AND ONLINE SERVICES TERMS AND CONDITIONS

This document contains the terms and conditions for the use of Hyundai website and online services. By accessing any page on the Hyundai website or making use of any online services you agree to the following terms and conditions.

In terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, as amended (“ECTA”) these terms and conditions are binding and enforceable against all persons that access the Hyundai website or any part thereof or make use of any online services offered by Hyundai, a division of Motus Corporation (Pty) Ltd.

If you do not agree with these terms and conditions you must leave the Hyundai website and discontinue your use of the online services without delay, as further use will mean that you have accepted and agree to these terms and conditions.

Important terms which may limit Hyundai’s responsibility or involve some risk for you may be in bold. You must pay special attention to these terms and conditions.

### 1. Definitions and interpretation

- a. “The Hyundai website” means the Hyundai Financial Services website owned and operated by Hyundai, a division of Motus Corporation (Pty) Ltd and located at <https://www.hyundai.co.za>, including any page, part or element thereof;
- b. “Hyundai Automotive South Africa” or “HASA” or “Hyundai” means Hyundai Automotive South Africa (Pty) Ltd, a division of Motus Corporation (Pty) Ltd.
- c. “Hyundai Financial Services” means Hyundai Financial Services, a division of Motus Corporation (Pty) Ltd. All products and services are administered by LiquidCapital (Pty) Ltd, (reg. no. 2001/012511/07) an Authorised Financial Services Provider. FSP Licence 6210.
- d. “Online services” means the Hyundai website and any other service offered by Hyundai through electronic means, including but not limited to electronic billing platforms, online portals, and interactive customer tools, and shall include the content and information provided or exchanged as part of such services;
- e. “User / you or your” means any person who enters or uses the Hyundai website or online services, notwithstanding the fact that such a person only visits the home page of the Hyundai website or online service portals;
- f. References herein to the singular include the plural and vice versa; and
- g. Hyperlinks have been used in these terms and conditions. The fact that some or all of the hyperlinks may be non-operational, shall not play a role in the determination of the validity and interpretation of these terms and conditions.

### 2. Disclaimer

- a. **Whilst every reasonable effort has been made by Hyundai, and its suppliers of content and information, to ensure the proper performance of the online services, the accuracy of the content, information and images and the reliability of the binary data on the online services, Hyundai, its affiliated companies, suppliers, or any of their employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the services, content, information and/or images offered on the online services.**

- b. Hyundai makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the online services and the online services are used at your own risk.**
- c. Hyundai does not warrant that the online services will meet your requirements, be uninterrupted, complete, timely, secure or error free.**

### **3. Indemnities and Limitation of Liability**

- a. Hyundai shall not be liable to you or any third party, in any manner whatsoever, and you indemnify Hyundai accordingly, for any damage, loss liability, costs or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the online services or your use of the online services, other than in respect of losses caused by Hyundai Financial Services gross negligence or intentional misconduct.**
- b. Hyundai shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to the Hyundai website, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond Hyundai Financial Services' reasonable control.**

### **4. Permitted use and License**

- a. You agree and confirm that you are over the age of 18 years and are authorised to access, supply and/or make changes to any personal information and associated settings on any of the online services available to you.
- b. In the event that you are not the vehicle owner and/or are not authorised to make use of the relevant online services, you declare that you have obtained the necessary consent to use said information.
- c. You are only permitted and may only use, access, browse, view, amend, download and print the content and details of the online services for lawful and legal purposes.
- d. You warrant that you shall not:
  - i. use the online services for commercial and non-private purposes; and
  - ii. use the online services to receive or transmit material which is in violation of any law or regulation, which is hate-speech, offensive, obscene, threatening, racist, defamatory, in breach of confidence, or in breach of any intellectual property rights;
- e. The caching of the online services shall only be allowed if:
  - i. the purpose of the caching is to make the onward transmission of the content from the online services more efficient;
  - ii. the cached content is not modified in any manner whatsoever;
  - iii. the cached content is updated at least every 12 (twelve) hours; and
  - iv. the cached content is removed or updated when so required by Hyundai.
- f. If you use content from the online services in breach of these terms and conditions:
  - i. Hyundai reserves the right to claim damages from you;
  - ii. Hyundai reserves the right to institute criminal proceedings against you; and
  - iii. Hyundai shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by you or any third party who obtained any content from you.

- g. Hyperlinks to the online services from any other source shall be directed at the home page of the Hyundai website. Links beyond the Hyundai website home page may only be used with Hyundai prior written consent.
- h. Users may quote small and reasonable amounts of content available from the online services only if such content is placed in inverted commas and the source acknowledged.
- i. No person may, without the prior written consent of Hyundai, frame the online services in any manner whatsoever.
- j. Apart from bona-fide search engine operators, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the online services for any purposes, without the prior written consent of Hyundai Financial Services.
- k. E-mail addresses, names, telephone numbers and fax numbers published on the online services may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information in/on the online services may be used to communicate unsolicited communications to Hyundai and all of Hyundai's rights are reserved.
- l. All licenses and/or permissions granted in terms of these terms and conditions are provided on a nonexclusive and non-transferable basis and may be terminated or cancelled by Hyundai Financial Services at any time without prior notice or reason.

## **5. Intellectual Property Rights**

- a. All intellectual property on the Hyundai website and online services, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Hyundai and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights provided to you in these terms and conditions, all of the rights to intellectual property on the Hyundai Financial Services website and online services are expressly reserved.

## **6. Software and Equipment**

- a. It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the online services and/or download content from the Hyundai website and the online services.

## **7. Privacy Statement**

- a. Hyundai shall take all reasonable steps to protect the personal information of Users and is committed to respecting the privacy of your personal information. For the purpose of these terms and conditions, "personal information" shall be defined as detailed in the Protection of Personal Information Act, 2013.
- b. As and when necessary, Hyundai may electronically collect, store, disclose and/or use the following of your personal information:
  - i. name and surname;
  - ii. contact numbers;
  - iii. non-personal browsing habits and click patterns;
  - iv. e-mail address;
  - v. IP address; and/or
  - vi. geographical location.
- c. Hyundai collects stores and uses the abovementioned information in order for Hyundai to:

- i. communicate requested information to you;
  - ii. respond to queries, responses or complaints submitted by you;
  - iii. process orders or applications for Hyundai Financial Services products and/or services;
  - iv. create products or services that may meet your future requirements;
  - v. compile non-personal statistical information about browsing habits, click-patterns and access to the online services.
- d. Personal information detailed above is collected and/or stored either electronically by the use of “cookies” or is provided voluntarily with your knowledge and consent. You can determine any use of cookies through your browser settings but note that turning off cookies may cause certain features of the online services or Hyundai website to be unavailable to you.
- e. Hyundai may further collect non-personal information, for example, your IP address, the date and time of your visits to the Hyundai website, and browser history, to recognise you during any subsequent visits to the Hyundai website and/or use of the online services. Hyundai may further use this non-personal information to develop future products and/or services to meet your requirements and needs.
- f. Hyundai owns and retains all rights to non-personal statistical information collected and compiled by Hyundai.
- g. **As and when necessary, Hyundai may use and/or disclose your personal information collected:**
  - i. **in order to comply with legal and regulatory requirements and applicable laws;**
  - ii. **to either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness and for fraud prevention purposes and in order to process any payment transactions where necessary;**
  - iii. **to attorneys and/or debt collection agencies if you breach any agreements with Hyundai Financial Services;**
  - iv. **to Hyundai agents and/or consultants and/or trade partners, but only to the extent necessary and in order to provide Hyundai products, services and the online services to you;**
  - v. **to consumer research companies for the purposes of conducting research on improving Hyundai products, services and the online services;**
  - vi. **for the purposes of us publishing a directory containing the name, vehicle details, the applicable contact number and the applicable email address of Hyundai subscribers; and**
  - vii. **for the purposes of Hyundai informing or sending information to you about any new services or products offered by Hyundai and/or by any of Hyundai agents and/or consultants and/or trade partners which we consider may be of interest to you. Hyundai will comply with the direct marketing provisions of the Consumer Protection Act, 68 of 2008 (“CPA”) and the CPA regulations, including the provisions relating to the direct marketing registry.**
- h. By using the online services and the Hyundai website you understand that Hyundai may, where necessary and where permitted by law, monitor your browser habits, online chat or e-mails for business purposes, including for purposes of quality control, training, marketing and improving the online services. Hyundai agrees that it will not disclose any personal information that could be used to identify you.
- i. Hyundai reserves the right to amend this privacy statement if required to do so due to a change in any personal information or privacy laws.

## 8. Hyperlinks to third party sites

- a. In the event that the online services contain hyperlinks to third party sites not controlled by Hyundai (“target sites”), Hyundai is not responsible for the content of, or the services offered by those sites. The hyperlink(s) are provided solely for your convenience and should not be construed as an express or implied endorsement by Hyundai of the site(s) or the products or services provided therein. You access those sites and use their products and services solely at your own risk Hyundai recommends that you check the policy of the target sites if you have any concerns or questions.
- b. **Hyundai shall not be liable, in any manner whatsoever, for any damage, loss liability, costs or expense whether direct, indirect or of a consequential nature that resulted from the use and access to target sites and the content on such target sites. Persons that wish to link to content beyond the home page of the Hyundai website and/or online services without Hyundai’s prior written consent shall do so at their own risk and indemnify Hyundai against any loss, liability or damage that may result from the use of content from the Hyundai website and online services, if such content was accessed through a hyperlink not directed at the home page of the Hyundai website and/or online services. Hyundai non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.**

## 9. Security

- a. Hyundai shall take all reasonable steps to secure the content of the online services and the information provided by and collected from Users from unauthorised access and/or disclosure, however, Hyundai makes no warranties or representations in this regard.
- b. While Hyundai has implemented appropriate and reasonable security technologies and practices, please be aware that internet communications are insecure unless they have been encrypted and/or appropriate security safeguards implemented. Accordingly, Hyundai assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond Hyundai’s control.

## 10. Disclosures required by section 43 of the ECTA

- a. Access to the services, content, software and downloads available from the online services may be classified as “electronic transactions” as defined in terms of ECTA and you therefore may have the rights detailed in ECTA. Accordingly, **Hyundai Automotive South Africa** provides the following information:
  - The full name and legal status of the online services owner:  
Hyundai Automotive South Africa (Proprietary) Limited,  
Registration Number: 1999/0159934/07 ;  
Street address: Cnr Norman Rd & Lucas Lane, Bedfordview, 2007, South Africa;  
Postal address: ;  
Physical address for receipt of legal service: 1 van Buuren Road, Bedfordview, 2007, South Africa;  
Main business: Hyundai Automotive South Africa is an automotive motor vehicle importer and distributor;  
The website address of the Hyundai Financial Services website is:  
<https://www.hyundai.co.za>;  
The official e-mail address of the Hyundai Financial Services website is:  
[info@hyundai.co.za](mailto:info@hyundai.co.za);  
The official contact number of Hyundai Financial Services is: 010 248 8000.

- Access to the Hyundai South Africa website is provided free of charge;
- Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding access to online services; the inability to access the online services; the services and content available from the online services; or these terms and conditions, shall be referred to Hyundai Automotive South Africa ;
- You may return goods or services as detailed in ECTA, the Consumer Protection Act and Hyundai Automotive South Africa's policies; and xii. Users may lodge complaints concerning the online services with Hyundai Automotive South Africa at [info@hyundai.co.za](mailto:info@hyundai.co.za).
- Access to the services, content, software and downloads available from the online services may be classified as "electronic transactions" as defined in terms of ECTA and you therefore may have the rights detailed in ECTA.
- Accordingly, **Hyundai Financial Services** provides the following information:  
The full name and legal status of the online services owner:  
Hyundai Financial Services, a division of Motus Corporation (Pty) Ltd. All products and services are administered by LiquidCapital (Pty) Ltd, (reg. no. 2001/012511/07) an Authorised Financial Services Provider. FSP Licence 6210; ii. Street address: Building 1, Block A, The Bridge Office Park, 5 Boeing Road East, Elma Park, Edenvale, 1609, South Africa;  
Postal address: PO Box 851, Edenvale, 1610, Gauteng, South Africa;  
Physical address for receipt of legal service: Building 1, Block A, The Bridge Office Park, 5 Boeing Road East, Elma Park, Edenvale, 1609, South Africa;
- Main business: Hyundai Financial Services is a motor vehicle financial value added products and services provider;
- The website address of the Hyundai Financial Services website is: <https://vaps.hyundai.co.za>;
- The official e-mail address of the Hyundai Financial Services website is: [financialservices@hyundai.co.za](mailto:financialservices@hyundai.co.za);
- The official contact number of Hyundai Financial Services is: 0861 112 481.
- Access to the Hyundai Financial Services website is provided free of charge;
- Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding access to online services; the inability to access the online services; the services and content available from the online services; or these terms and conditions, shall be referred to Hyundai Financial Services ;
- You may return goods or services as detailed in ECTA, the Consumer Protection Act and Hyundai Financial Services' policies; and
- Users may lodge complaints concerning the online services with Hyundai Financial Services at [financialservices@hyundai.co.za](mailto:financialservices@hyundai.co.za).

## 11. Changes and Amendments

- a. To the extent permitted by law, Hyundai reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:
  - i. change these terms and conditions;
  - ii. change the content and/or services available from the online services;
  - iii. alter and/or discontinue any aspect of the online services; and/or
  - iv. change the software and hardware required to access and use the online services.
- b. The amended versions of the terms and conditions and online services will be displayed in the same media as these terms and conditions. By continuing to use the online services, you agree and understand that you will be bound by the amended terms and conditions.

## **HYUNDAI SUNDOWNS FAN GOOD LUCK VIDEO COMPETITION**

### **TERMS AND CONDITIONS**

1. These Terms and Conditions will govern your participation in the Hyundai/Sundowns Fan Good Luck Video Competition for the Nedbank Cup Final match being played on the 12th September 2020 (this date is subject to change). You are deemed to have read and consented to the terms and conditions and agree to be bound thereto before entering the Competition. Information regarding the Competition that is published on authorised advertising material will also form part of the terms and conditions of the Competition. The Organisers may in their sole discretion amend these terms and conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the Organisers' website [www.hyundai.co.za](http://www.hyundai.co.za).
2. The Competition is organised by Hyundai Automotive South Africa (Pty) Limited, Registration Number: 1999 / 015934 / 07 and/or its agencies and any other organisers (the " Organisers") if any.
3. This Competition will run from 03 September 2020 from the time the competition is posted on Facebook and Twitter to 07 September 2020 at 12h00 (both dates inclusive). Entries received after the closing date and time will not be considered.
4. The Organiser has the right to use your video content to create a Sundowns fan good luck compilation video for the Nedbank Cup Final 2020. The Organiser has the right to use your video content whether you are selected as a winner or not, and may use your video content before the winner is announced for this competition. The Organiser will not compensate you for using your video content, nor will they mention your name or give you credit, if they choose to use it.
5. The duration of the Competition may be extended or curtailed at the discretion of the Organisers.

### **WHO CAN ENTER?**

6. Participants must be 18 years or older (or if a minor, must be duly assisted by their legal guardians) be a South African citizen or permanent resident in the Republic of South Africa ("RSA"), and have a valid identity document or passport and reside in the RSA during the period of the Competition ("Participants"/"you"/"your").
7. Participants may not enter or receive a prize if they are directors, members, partners, employees, agents of or consultants of the Organisers, 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 the Organisers, or their spouses, life partners, immediate family members or business partners.
8. By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Organisers' decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
9. No responsibility will be accepted for any entry that is not delivered, received or is delayed or damaged.

## **HOW TO ENTER**

10. You will need to upload your good luck video message to the Sundowns team for the Nedbank Cup Final 2020, in the comments section of the competition posts on either Facebook or Twitter.
11. Your video may then be chosen to use by the Organiser to create a Sundowns fan good luck compilation video for the Nedbank Cup Final 2020. If your video is selected, you will then stand a chance to win.
12. The winner will be selected at the discretion of the Organisers and the Organiser's decision is final.

## **PRIZES**

13. The prize consists of a Puma-branded Sundowns hamper, the contents of which are to be selected by the Organisers and the Organiser's decision is final.
14. One winner will be selected for this competition. The winner will be contacted before the end of September to confirm their relevant details. If, however, they cannot be reached after 3 attempts have been made during business hours within a period of 72 hours for any reason whatsoever, the prize will be forfeited, and another winner will be randomly selected in accordance with the competition rules.
15. Actual prizes may differ from those depicted in the promotional posters or tv advertisements.
16. The prize is not exchangeable for cash and not transferable. The winner will have to claim their prize within 30 days of the notification having taken place and at that time identify themselves with a bar coded South African ID book and sign a receipt for any prize received. Failure to claim the prize or a refusal or inability to comply herewith will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Organisers.
17. The Organisers reserve the right to change the prize, should they deem it necessary, to a prize of similar economic value.

## **PUBLICITY AND DATA PRIVACY**

18. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Organisers and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.
19. The Organisers reserve the right to request that images be taken of the winner to be used for publicity purposes in any manner they deem fit, without any further remuneration being made payable to the winner, which request the winner may decline.
20. All personal information relating to the Participants will be used solely in accordance with South African data protection legislation.



## **GENERAL**

21. The Organisers reserve the right to shorten, extend, suspend the time period of the Competition 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. 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 Organisers whatsoever.
22. The Organisers shall not be liable for cancellation, suspension or termination of the Competition for any reason whatsoever. The Participant waives any right which he/she may have against the Organisers as a result of such cancellation, suspension or termination of the Competition and completely indemnifies the Organisers from any claim arising therefrom.
23. To the fullest extent permitted by law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Organisers, 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 any prize.
24. The Organisers are not liable for any technical failures affecting participation in the Competition and they assume no liability in this regard.
25. To the extent permitted by law, the Organisers will not be liable in any way whatsoever, for any claims arising from loss, injury, damage, harm, death or costs, suffered by a Participant in relation to this Competition or the prizes offered, including but not limited to claims relating to defects in the prizes or any losses caused by such defects or losses arising from inaccurate information supplied by Participants.
26. South African law shall govern these competition terms and conditions and the Courts of South Africa shall have jurisdiction.

**HYUNDAI AUTOMOTIVE SOUTH AFRICA (PROPRIETARY) LIMITED**  
**GENERAL TERMS AND CONDITIONS FOR GENUINE PARTS PROMOTION**

***Important clauses, which may limit our responsibility; place an obligation on you to indemnify us; involve an acknowledgment of any fact; or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses.***

## **1. INTRODUCTION**

- 1.1. Each promotional offer is made by Hyundai Automotive South Africa Proprietary Limited (Registration Number: 1999/015934/07) ("Hyundai") and runs for the period detailed in either the Supplemental T&Cs (as defined below) or herein, as the case may be.
- 1.2. These terms and conditions ("the General T&Cs") as supplemented by any other terms and conditions ("the Supplemental T&Cs") which are detailed in any document (including in any SMS and/or e-mail) setting out the promotional offer (collectively hereinafter referred to as the "T&Cs"), shall apply to the promotional offer. In the event of a conflict between the General T&Cs and the Supplemental T&Cs, the General T&Cs will prevail.
- 1.3. Participation in a promotional offer constitutes your agreement to abide by the Terms and Conditions. Any person failing to comply with the T&C's will not be entitled to participate in the promotional offer.

## **2. WHO QUALIFIES FOR THIS OFFER**

- 2.1. To qualify for participation in a particular promotional offer you must:
  - 2.1.1. be aged 18 years or older;
  - 2.1.2. permanently reside in the Republic of South Africa; and
  - 2.1.3. have purchased Genuine Hyundai Parts online (<https://hyundaiparts.co.za/>) to the value of R2500.00 or more during the period of the promotional offer.
- 2.2. The promotional offer is not open to directors, members, partners, employees, agents or consultants of Hyundai or its affiliated companies, agencies, service providers, contractors and members of their immediate or extended family.

## **3. THE PROMOTIONAL OFFER**

- 3.1. To enter and be eligible to participate in the promotional offer you will have to purchase Genuine Hyundai Parts at the time in the Supplemental T & C's.
- 3.2. The promotional offer for which you may qualify is illustrated in the Supplemental T & C's.
- 3.3. The promotional offer may not be replaced with cash or other products except when permitted by Hyundai.

- 3.4. The promotional offer you qualify for will be delivered at the end of the promotional period. Hyundai is not liable for any delay in the delivery of the promotional offer.

#### **4. CONSENT TO COLLECT AND USE PERSONAL INFORMATION**

- 4.1. Hyundai will collect your personal information directly from you.
- 4.2. Hyundai will use your personal information only for the purposes for which it was collected in accordance with the terms of its Privacy Policy and the Data Protection Laws.
- 4.3. By participating in a promotional offer, you hereby consent to Hyundai sharing your personal information with a third-party agency for the purposes of making contact with you in respect of the promotional offer.

#### **5. COPYRIGHTS**

All intellectual property rights, including but not limited to copyright and trademarks in the material contained on the website or any other promotional material is held by Hyundai and may not be copied, reproduced, adapted, published or distributed in any form whatsoever without the prior written consent of Hyundai.

#### **6. GENERAL**

- 6.1. **We assume no liability for any service and/or advice, whether correct or incorrect, which you received and/or pursue over and above this offer.**
- 6.2. **We assume no liability whatsoever for any direct or indirect loss or damage arising from your participation in this promotional offer or howsoever arising (whether arising from negligence or otherwise). Whilst participating in this Offer you, indemnify Hyundai and hold Hyundai harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.**
- 6.3. We reserve the right to amend, reduce or extend at any time the start or end dates of this promotional offer.
- 6.4. We reserve the right to terminate this promotional offer with immediate effect and without notice of such termination to you. In such event, you waive any rights, which you may have against Hyundai and you acknowledge that you will have no recourse or claim of any nature whatsoever against us.
- 6.5. In the event of a dispute, Hyundai's decision will be final and binding on all aspects of this promotional offer and no correspondence will be entered into.
- 6.6. Each promotional offer shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act 68 of 2008 ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the

event of any conflict between the T&Cs (or any portion thereof) 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: dti.gov.za.

- 6.7. Any provision of the T&Cs or the promotional offer 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.

### **SUPPLEMENTARY TERMS AND CONDITIONS**

1. The promoter of this competition is Hyundai Automotive South Africa (Proprietary) Limited ("Hyundai").
2. The promotional offer is valid for the period between the 1<sup>st</sup> of September 2020 from and the 31<sup>st</sup> October 2020 (the "Promotional Period").
3. To be eligible for the promotion you must purchase Genuine Hyundai Parts to the value of R2500.00 or more online on <https://hyundaiparts.co.za/>.
4. Two people who purchase Genuine Hyundai Parts referred to in clause 3 above via the website during the Promotional Period, will be eligible to redeem a Tsogo Sun Voucher to the value of R5000.00 which is valid until June 2022 and subject to Tsogo Sun's standard terms and conditions.
5. Should you have purchased Genuine Hyundai Parts outside of the website (<https://hyundaiparts.co.za/>) or outside of the Promotional Period you **WILL NOT** be eligible for the reward.
6. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.
7. The rewards will be delivered at the end of the promotional period. Our third party distribution agency will contact qualifying participants to manage the delivery of rewards. Hyundai is not liable for any delay in the delivery of the promotional offer.
8. Entrants will be deemed to have accepted these terms and conditions and agrees to be bound by them when entering this Promotion.

*These supplementary terms apply in addition to our General Terms and Conditions for Promotions. If there is any conflict with the above terms, these terms shall prevail.*