



## EXECUTIVE GIVING TERMS AND CONDITIONS

---

The Giving Organisation Trust (TGO) is an independent Trust and a registered Public Benefit Organisation (PBO no: 930029614). It is owned and managed by its beneficiaries.

All funds received are paid directly into The Giving Organisation Trust's account and are distributed equally to the ten charities.

1. These are the terms and conditions for The Giving Organisation Trust's Executive Giving programme. These terms and conditions apply to all the competitions and / or promotions conducted from time to time via the Executive Giving Programme.
2. Your entry into the competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons ("your partner")).

The main prize for the 2017/2018 draw is a new Mercedes-Benz A-Class Sedan with a maintenance plan and standard Mercedes-Benz warranties. The main Prize for subsequent draws will be decided upon based on agreement between TGO and Mercedes-Benz.

4. The competition is not open to:
  - a. Directors, Members, Partners, Agents, Trustees or Consultants of TGO; and
  - b. The spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in above.
5. The main prize winner must be 18 years or older and be in possession of a valid driver's licence.
6. Each person donating an amount to the TGO valued at R250 (Two Hundred and Fifty Rand) or more will qualify as an Executive Giver. Each donation received of R250 (Two Hundred and Fifty Rand) and every multiple thereof will earn one entry into the draw. Entries into the draw will be limited to 20 (Twenty) per month or 240 (Two Hundred and Forty) per annum. As such a maximum value of R5 000 (Five Thousand Rand) donation per month or R60 000 (Sixty Thousand) per annum will qualify for the annual main draw to be held during or as close as possible to November of every year at a venue to be decided.



## EXECUTIVE GIVING TERMS AND CONDITIONS

---

7. It is your responsibility to ensure that your donation is received by the TGO prior to the closure of the competition. Any donations which are not received, prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry. The TGO and its affiliates are not responsible for any entries which are not received, whether timeously or at all, regardless of the cause thereof. Without limitation, the TGO and its affiliates are not responsible for any problems or technical malfunction of any telephone 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, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.
8. The competition closes on the last day of November 2018
9. Your contribution to the TGO (which will qualify you for entry into the completion) could be via Debit order or Credit Card. Your payment information is captured as part of the sign-up process via electronic and / or manual means. Should you register via the electronic platforms, the acceptance of the terms and conditions tick box, would suffice as sufficient authorisation from you to collect the monthly payments as registered and no manual signed authorisation forms would be required in order to process the collections. Any additional procedures instituted by the TGO in order to obtain such manual authority would not be seen as a waiver of the right to collect contributions based on the electronic authorisation alone.
10. It is your responsibility to ensure that any information which you provide to the TGO is accurate, complete and up to date.
11. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. The TGO or any of its affiliates, sponsors or partners will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the competition and your acceptance and/or use of a prize.
12. The TGO and its affiliates does not make any representations or give any warranties, as far as permitted by law, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that–
  - a. your entry or participation in the competition will necessarily result in you winning a prize;
  - b. a prize, or any aspect thereof, will meet your, or, if applicable, your partner's, requirements, preferences, standards or expectations; or
13. The TGO and its affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
14. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.



## EXECUTIVE GIVING TERMS AND CONDITIONS

---

15. You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.
16. You must possess whatever documents and permissions that may be required in order to accept and use a prize, including but not limited to a valid driver's licence, which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.
17. The winners will be notified by means of the contact details provided to the TGO. If the TGO, or a third party supplier is, unable to contact a winner within 30 days of the draw or if the winner is unable to collect the prize within 60 days of being contacted the winner will forfeit the prize and the TGO reserves the right to re-draw a new winner under the same terms and conditions set herein.
18. The potential winners of the prize will be invited to be present when the prize winners are determined or announced at an annual Gala Event. Such persons will be invited and asked to participate in any of the marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of the goods or services, for which no fee, royalty or other compensation will be payable.
19. The TGO and its affiliates may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate your acceptance and/or use of a prize. If you refuse to provide the requested information or documentation, you will forfeit the prize.
20. The TGO will contact you to arrange the collection of the prize. In this regard, you must collect the prize at the time and date arranged with TGO. All correspondence regarding the prize must be directed TGO. The TGO will forward any further correspondence to the supplier regarding any element of the prize.

21. The TGO and its affiliates or third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the competition and any prizes, or any aspect thereof, by giving reasonable notice. In the event of such variation, postponement, suspension or cancellation, in so far as permitted by the law you agree to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us, our affiliates and third party suppliers.
22. You agree that your participation in the programme, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
23. The TGO and its affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, which is suffered by your participation in the competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the terms and conditions.
24. You, and in the event of your death, your family, dependants, heirs, assignees or any other beneficiaries of your estate, indemnify and hold us and our affiliates harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into any of the competitions/promotions and/or acceptance and/or use by you of a prize.
25. You acknowledge that the acceptance and use of a prize is subject to the proviso that –
  - a. all of the terms and conditions will apply to both you and your partner (if applicable), and you will ensure that your partner agrees to be bound and complies, and will continue to comply, therewith;
  - b. you will take full responsibility for your partner;
  - c. you indemnify and hold us and our affiliates harmless against any claim by your partner or any third party in the event that your partner suffers any loss or damage pursuant to your partner's acceptance and/or use of a prize;
26. If you fail or, if your partner (if applicable) fails, to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have, –
  - a. you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize);
  - b. you will pay us for any loss or damage incurred by us directly or indirectly as a result of your (or, if applicable, your partner's) non-compliance, including all of our legal costs (including attorney and own client costs) which we may incur in taking any steps pursuant to your (or your partner's) non-compliance; and
  - c. you indemnify and hold us and our affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.



## EXECUTIVE GIVING TERMS AND CONDITIONS

---

27. For purposes hereof, "affiliate" means the partners, co-promoters and sponsors of this competition, subsidiaries, suppliers of the above as well as their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and The TGO Trustees and directors, officers, employees, agents and representatives.
28. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa. The TGO holds the right to amend these Terms and Conditions. The terms and conditions will be available on the Executive Giving website.
29. The TGO and the judges' decision on any matter concerning the competition and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.