

# OKAVANGO DELTA SELF-DRIVE ADVENTURE

## TERMS AND CONDITIONS

### **SECTION ONE**

#### **Terms and Conditions:**

- All persons (“Participants” and/or “Entrants”) entering the Okavango Delta (“Promotion”) agree that the Promotion rules, as set out in these Terms and Conditions (“Terms and Conditions”), shall apply and are binding on them.
- Ultimate Adventures and Tiger Wheel & Tyre are collectively referred to as the “Promoters” in respect of the Promotion for purposes of these Terms and Conditions.
- The campaign commences on 01 August 2024 and ends on 31 January 2025 all days inclusive or while stocks last.

#### **Nature of the Rewards:**

- By entering the competition, you agree to be bound by these Terms and Conditions and you consent to us sharing your personal data with: affiliates (means, in relation to Ultimate Adventures for purposes of this prize. In this regard, the Participant acknowledges and hereby consents to the Promoters collecting certain personal information about the Participant for the purposes of this Promotion, including the contact details such as telephone number(s) and email address(es). The Promoters undertake not to sell, use or share this information to or with third parties, or for any other purpose other than related to this Promotion, unless we have received your prior written consent, but may disclose the information if required by law.
- These Terms and Conditions apply in addition to the Terms and Conditions applicable to Ironman, Front Runner and/or Rhinoman, sale of products to the value of R10 000 or more. If there is a conflict between the Terms and Conditions applicable to the account or service and these Terms and Conditions, these Terms and Conditions will apply insofar as the prize is concerned.

### **SECTION TWO**

#### **Qualifying Criteria:**

- You are a permanent resident and/or citizen of the Republic of South Africa.
- You have a valid identity number.
- You are 18 years and older.
- You are the holder of a valid South African passport.
- You are able to apply for the appropriate visa (if you are not a South African passport holder).
- You own a suitable 4x4 vehicle or have access to a suitable 4x4 vehicle and be fully equipped for camping.
- You are able to travel to Botswana 11 – 23 May 2025.
- The Participant and a partner will qualify for a R30 000.00 Okavango Delta self-drive tour hosted by Ultimate Adventures.
- Participants will qualify for automatic entry into the Okavango Delta self-drive tour grand prize draw by purchasing any Ironman, Front Runner, or Rhinoman products to the value of R10 000 or more from a participating Tiger Wheel & Tyre 4x4 Fitment centre during the campaign period.

### **SECTION THREE**

#### **Rewards Descriptions and Conditions:**

##### **The Reward Terms of Use: Stand a Chance to Win a Self-Drive Trip to the Okavango Delta**

- Qualifying Participants will automatically be entered into the grand prize draw from the commencement of the campaign – 01 August 2024 – up to and including 31 January 2025.
- Only those individuals aged 18 and over will qualify.
- Only those individuals in possession of a valid South African passport will qualify.
- You are able to apply for the appropriate visa (if you are not a South African passport holder).
- The Participant will pay for those costs relating to the visa application and any travel and / or

- accommodation if required.
- Only those individuals who are able to travel to Botswana – Okavango Delta 11-23 May 2025, need apply.
  - The Organiser will not be held responsible for any event or occurrence which may prohibit the winner from travelling to Botswana – which includes, but is not limited to:
    - Visa denial.
    - Restriction of access to Botswana due to unforeseen circumstances; such as – but not limited to – pandemics, political instability or social unrest.
    - Health or wellness implications or complications.
    - Environmental factors such as natural disasters.
    - War or conflict.
    - Acts of God.
  - Whilst it will remain at the discretion of the winner to select an accompanying traveller – all travellers are expected to adhere to the terms of use as indicated above.
  - The Okavango Delta Self-Drive grand prize includes:
    - All camping and park fees
    - Guide Fees
    - Welcome Gift
  - The Okavango Delta Self-Drive grand prize excludes:
    - Border fees
    - Drinks
    - Fuel costs
    - Meals
    - Optional scenic flight & mokoro excursion
    - VHF radio hire (R40/day)
    - Suitable 4x4 Vehicle and camping equipment

#### **Selection of the Stand a Chance to Win a Self-Drive Trip to the Okavango Delta Winner**

- 1x winner will be selected for the Stand a Chance to Win a Self-Drive Trip to the Okavango Delta competition.
- This will be conducted at random by the Organiser the second week in February 2025.
- The Organiser will make contact with the winner during the second week in February 2025.
- The winner will have 24 hours to carefully read the terms and conditions and confirm receipt.
- The winner will be selected in line with the aforementioned qualifying criteria.
- It is at the sole discretion of the Organiser to revoke the reward based on the selected Participant's inability to adhere to said qualifying criteria.
- The winner will be permitted to select one preferred contact to accompany him / her on the Okavango Delta Self-Drive trip.

#### **SECTION FOUR**

##### **Contacting Us:**

##### **General Terms:**

- Without detracting in any way from the Promotion Terms and Conditions, the following general provisions shall be applicable to these Rules.
- The Promoter/s of this Promotion are the Organisers. The Organisers will interpret the Terms and Conditions in their sole discretion and reserve the right to amend the Terms and Conditions at any time in accordance with the provisions contained in these Rules.
- The Organisers, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with this Promotion and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Promotion.

- In the event of a dispute, the decision of the organisers will be final and binding and no correspondence will be entered into in this regard and for further clarity, the organisers shall be entitled to deal with such disputes (or any failure by entrants to follow the rules) in their sole discretion, including that the organisers shall be entitled, in addition to any other rights which the organisers may have in terms of these rules, to immediately disqualify entrants from this promotion. By entering the promotion and/or accepting any prize.
- The entrants, users and/or winners hereby indemnify, release and hold harmless the organisers (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the “organiser parties”) from and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the promotion, including the cancellation hereof, and/or the use, acceptance or possession of a prize, and/or participation (or non-participation) in a prize-related activity.
- Winner and their accompanying guest will be required to consent to and sign indemnity forms prior to the trip. Failure and/or refusal to do so may result in disqualification from receiving the prize.
- Participants who, in the Organisers’ sole determination, act unlawfully, fraudulently, in breach of these Rules and/or Terms and Conditions or otherwise dishonestly may be disqualified from participating in the Promotion and shall not be eligible to receive a reward.
- Ultimate Adventures and Tiger Wheel & Tyre are not responsible for any reward misrepresentation (written or verbal) on warranties by anyone / group other than Ultimate Adventures.
- Additional to any other rights contained in the promotion rules, the organisers reserve the right to terminate the promotion at any time with immediate effect. If this is the case, the organisers will provide a notice on the website and it shall be the responsibility of participants to review such website in this respect. In such event, all entrants hereby waive any rights which they may have against any of the organiser parties and acknowledge that they will have no recourse or claim of any nature against the organiser parties.
- The duration of this promotion may also be extended or curtailed at the sole discretion of the Promoters. If this is the case, the Organisers will provide notice of this on the Website.

**EXCLUSIONS AND OTHER IMPORTANT TERMS:**

- Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 (“CPA”) and the Protection of Personal Information Act 4 of 2013 (“POPIA”).
- By entering the Programme in accordance with its terms, Participants acknowledge that the Programme will be managed in accordance with the provisions of the CPA and POPIA. Qualifying Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the reward.
- The Promotion is conducted in accordance with the laws of the Republic of South Africa. Should any of these Terms and Conditions be deemed void or unenforceable, then that portion will be deemed to be deleted and the remaining rules will remain in force.