

## **ABSA CAPE EPIC 2023**

### **TERMS AND CONDITIONS CM.COM ABSA CAPE EPIC #herjourney**

The below participation conditions apply to the competition 'CM.com #HerJourney' organized by CM.COM South Africa (hereafter called: the competition);

The competition is initiated by CM.COM South Africa (hereafter called: CM.com) located at 16 Ebenezer Road, The Foundry, Green Point, Cape Town, 8001, South Africa.

The campaign runs from February 15, 2023 to March 26, 2023; (weeks 7 to 12).

Among the people who participate in the campaign by 23:59 GMT + 2 on March 27.

#### **HOW TO ENTER:**

- 1: Choose your platform: Instagram or Facebook.
- 2: Share a picture or video via a **post** or **reel** with a short caption that highlights your sports journey.
- 3: Tag [@cmdotcom](#) and [@capeepic](#) on Instagram OR [@CMdotcom1](#) and [@capeepic](#) on Facebook.
- 4: Use hashtags: #herjourney and #capeepic.
- 5: Follow CM.com on either platforms for an extra entry.

This competition is open to women and everybody who identifies as a woman and living in South Africa and all women riding the Absa Cape Epic 2023. Minimum age to entry is 18 years old.

CM.com will create a committee of which two consists of CM.com South Africa employees and one will consist of a GIANT Liv employee. The winner will be selected based on the following criteria

#### **At minimum:**

Step 1: Each entrant must post a picture or video (min 30 seconds) that highlights your sports journey to your personal Instagram or Facebook page

Step 2: Each entrant must tag [@cmdotcom](#) and [@capeepic](#) on Instagram or [@CM.com](#) and [@capeepic](#) on Facebook

Step 3: Each entrant must include #herjourney and #capeepic

The winner will win a Liv Pique Advanced Pro 29 Dark Blue (S) valued at R124,999. The Liv Pique Advanced Pro 29 Dark Blue (S) will be distributed and delivered to the winner(s) specified address by an accredited Dragons Sports wholesaler to maintain the warranty.

The prize will be shipped to and built by an authorized Liv dealer within South African borders to ensure that the warranty policy is adhered to. The winner may select their nearest dealer by visiting <https://www.liv-cycling.com/za/stores> or contacting Liv Cycling South Africa.

All specific warranty information is included in the owner's manual, which will be handed over by the store. GIANT will cover the shipping of the bike to any of their dealers in South Africa. If the winner resides outside of South Africa, they will be responsible for courier costs of the Bike to their home country.

By participating, the participant declares to agree with the contents of these terms of action;

The winner will be notified in person, by telephone and/or by email no later than March 31, 2023. The contact details will be requested via the relevant social media platform from which the winner entered.

No correspondence can be entered into about these promotional terms and conditions.

**PRIZE:**

Liv Pique Advanced Pro 29 Dark Blue (S)

Estimated value: R124,999.

CM.com reserves the right to cancel the prize at any time or to modify the program.

The prize is personal and in the name of the winner. Prizes are not transferable or exchangeable for cash or other goods.

Correspondence about the results is not possible.

In case of refusal or non-acceptance of the prize or the conditions attached to the contest/win action, the prize will not be awarded. Then the committee is entitled to select another winner.

**PARTICIPATION:**

Participation in the competition is free;

Participation is via CM.com's social media channels including the use of the #herjourney and #capepic

Once the participant's entry is received, the participant will compete for the prize to be awarded if the deliverables are met;

CM.com reserves the right to share the competition winners' picture or video on their social media channels. Upon receipt of the prize, you shall agree with CM.com's Terms & Conditions. See quitclaim at the bottom of this document.

By entering the competition, the participant declares to agree with the contents of these terms and conditions of action and all decisions made by CM.com regarding this competition.

**To stand a chance to win the prize, the participant must fulfil all the following conditions:**

- Must be able to provide identification upon request for award of the prize,
- In the event that the winner is not from South Africa but has entered the 2023 Absa Cape Epic and completed the race, the participant must provide proof of entry from the Epic Series company.
- The participant must be 18 years of age or older;

If the above conditions are not met, the right to the prize will be forfeited.

**EXCLUSIONS:**

Participants who provide false information about themselves will be excluded from competition;

CM.com reserves the right to exclude participants from the competition at any time if CM.com believes that the participant has violated one or more conditions of participation, provided incorrect or incomplete information, or acted in any other legally impermissible manner;

CM.com reserves the right to modify or terminate this competition mid-term if it becomes necessary;

CM.com is not liable for any losses and/or damages, including but not limited to consequential damages caused by technical or editorial errors or omissions appearing on the website, nor for any damages including but not limited to consequential resulting from the use, presentation, provision or temporary unavailability of the website or links to the websites of third parties;

CM.com is not liable and/or responsible for the costs incurred by the participant in the action in relation to participation in the action or further use of the prize;

CM.com, the auxiliary persons or third parties engaged by it and/or otherwise involved by CM.com in relation to this action are not liable for any damage directly or indirectly and/or injury in any form whatsoever as a result of use or deployment of the distributed prizes and/or participation in the action;

A natural person participating in a competition through a third party/intermediary does not qualify as a participant. CM.com reserves the right to exclude such persons/parties from participation.

**INTELLECTUAL PROPERTY:**

The participant waives the (intellectual property) rights vested (including copyright, portrait and personality rights) in the broadest sense of the word with respect to the entry. This also applies to any images and/or video(s) created in relation to the prize;

The participant automatically grants permission for publication of the entry in the broadest sense of the word, including, in any case but not exclusively, the (commercial) use for all possible media, including internet, radio, TV and national daily and weekly newspapers;

**LIABILITY:**

CM.com may hold the participant liable if an item suffers damage caused by the participant's careless actions;

The limitations of liability mentioned in these conditions do not apply insofar as damage is the result of intent or deliberate recklessness of CM.com or its executives.

**HOW WE TREAT YOUR DATA:**

Applicable law and complaints:

CM.com will handle the complaint and contact the participant about the handling of the complaint. If the complaint is not handled to the satisfaction of the complainant, there is with respect to promotional games of chance the possibility to file a complaint with the Gaming Authority;

*This terms and conditions shall be governed by and construed in accordance with the laws of South Africa without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction.*

*In the event of a dispute arising out of or in connection with this terms and conditions, the parties shall use their best efforts to settle the dispute by mediation.*

*Upon written notice from any party to the other (the "Dispute Notice") the dispute shall be referred to a suitably qualified independent mediator, whose identity shall be agreed between the parties in writing, within 7 (seven) days of receipt of the Dispute Notice, and failing agreement as aforesaid, to a suitably qualified independent mediator appointed by the President for the time being of the Cape Law Society (or its successor body in the Western Cape). The mediator shall be an Africa Centre for Dispute Settlement accredited mediator.*

*The mediation shall be held at a venue in Cape Town. The parties shall agree on the mediation procedure and failing agreement within 14 (fourteen) days of receipt of the Dispute Notice or such longer period of time as may be agreed to in writing, then, the mediation shall take place in accordance with the United Nations Commission on International Trade Law Model Conciliation Rules in force at the time of the dispute.*

*If for any reason, including lack of co-operation by the parties, a dispute is not settled by mediation within 30 (thirty) days of receipt of the Dispute Notice or such longer period of time as may be agreed to in writing, then the dispute shall be settled by arbitration in accordance with the following provisions:*

*The arbitrator shall, if the dispute is agreed in writing by the parties to be:*

- primarily an accounting matter, be an independent practicing accountant of not less than 10 (ten) years' standing as such;*
- primarily a legal matter, be an attorney of not less than 10 (ten) years' standing as such or a practicing senior counsel;*

*any other matter, be a suitably qualified independent person, agreed upon in writing by the parties; provided that if the parties do not, within 14 (fourteen) days of the 30-day period contemplated in clause 16.5 agree in writing as to the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the Registrar of the Arbitration Foundation of Southern Africa upon request by any party to make such appointment; the arbitration shall be held at a venue in Cape Town and shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa;*

*immediately after the arbitrator has been appointed, any party shall be entitled to call upon the arbitrator to fix a date and place when and where to meet with the arbitrator to settle the manner in which the arbitration proceedings will be held;*

*any order or award that may be made by the arbitrator: shall be final and binding; shall be carried into effect; and may be made an order of any competent court.*

*Nothing herein shall preclude any party from seeking interim and/or urgent relief from a court of competent jurisdiction.*



Quitclaim.

Event: Activation CM.com #herjourney (Absa Cape Epic 2023)

Date: .....

Location: .....

Participant:

First Name: ..... M/F

Date of birth: .....

Address, zip code, city: .....

Mail address & phone number: .....

Declares by signing this form:

1. Participated in image recordings for CM.com
2. Has received no compensation for this
3. Agrees without restriction that the images will be used for promotional purposes of CM.com and images may be combined with text or similar images of CM.com
4. Images & videos can be used by CM.com for an unlimited period
5. That all rights resulting from this cooperation, including portrait rights., and neighboring rights are fully transferred to CM.com

I understand that the images and videos that are posted are made with the utmost care without compromising my personal integrity.

*This agreement is governed by South African law. Should a dispute arise, I accept that the court in South Africa has jurisdiction over all disputes arising from this agreement.*

Thus, agreed and signed at .....

on date: .....

Signature .....