

# Terms and conditions

1. Terms and conditions applicable to the Hollard Highway Heroes Competition 2023 ("Competition") conducted by Hollard Trucking, a division of Hollard Insure, underwritten by The Hollard Insurance Company Limited (Reg. No. 1952/005004/06), a Licensed Non-Life Insurer and an authorised Financial Services Provider ("Promoter").
  2. The Competition runs from 01 March 2023 to 15 October 2023. Entry forms for this Competition will only be accepted from 1 March 2023 to 31 May 2023. Entry forms received after 31 May 2023, will not be considered.
  3. Hollard is looking for the Hollard Highway Hero for 2023. The Hollard Highway Hero will be the driver who comes out tops, in our exclusive view after the Promoter examines his telematics data and performs a technical analysis of his driving.
  4. The measurement for determining the Hollard Highway Hero will include a combination of analysis by Hollard of the driver's data supplied by the Fleet Owner as well as an analysis of the driver's results through telematics data.
  5. This Competition is open to drivers ("Driver Participants") employed by fleet owners ("Fleet Owners").
  6. The buses driven by the Driver Participants must carry a minimum of 36 passengers. The buses must have a top of the range telematics system (GPS/GRSM/Satellite unit) installed and functioning from the date of entry until submission of the telematics data. The minimum data requirement is raw data reports indicating the total count of speeding events per specified date range above the speed of 100 (one hundred) kilometres per hour (km/ph) for longer than 15 (fifteen) seconds; the total excessive driving day For consistency add 2023 after October. All monitoring data should be provided weekly and within 48 (forty-eight) hours of the request being made by the Promoter and should be provided in a raw data CSV format. Should the drivers not be tagged, all reports should be accompanied by driver logbooks indicating which driver was responsible for which bus for the specified date range.
  7. The telematics data for the Driver Participant is required in order for the Driver Participant to participate in the Competition. If the Driver Participant drives more than 1 (one) bus for the Fleet Owner, the data from any and all of those buses may be used.
  8. The Driver Participants must be permanently employed by the Fleet Owner and must remain in their employ for the duration of the Competition and up until the winners are announced. Termination of employment for any reason whatsoever will result in the Driver Participant being disqualified from the Competition.
  9. Participants (Driver Participants) ("Participants"/"you"/"your") must be 18 (eighteen) years or older and have a valid South African identity document or passport. Driver Participants must have a valid driver's licence and valid permits to drive the bus(es). Foreign nationality drivers can also enter the Competition should they have a valid foreign driver's licence, valid South African issued working and driving permits and identification document available.
  10. Participants may not enter or receive a prize if they are directors, members, partners, employees, agents of or consultants of the Promoter, The Hollard Group of Companies or of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by the Promoter, or their spouses, life partners, or immediate family members.
- How to enter**
11. Driver Participants wishing to enter must be nominated by the Fleet Owner (their employer). All identification documents will be audited and verified should the driver advance to a category winner.
  12. The onus is on the Fleet Owner to ensure consent is obtained from the Driver Participant to enter him into the Competition. Should a Driver Participant not wish to participate, the entry will be disqualified.
  13. Entry forms available on [www.hollard.co.za/highway-heroes](http://www.hollard.co.za/highway-heroes) must be completed and sent to [highwayheroes@hollard.co.za](mailto:highwayheroes@hollard.co.za). Entry forms will also be available from Hollard Commercial Vehicles consultants, at selected Hollard branches.
  14. Steps for the Driver Participant to be eligible for the Hollard Highway Hero analysis:  
Step 1: Completed entry form submitted, received and verified by Promoter.  
Step 2: Fleet Owners must provide the Promoter with the telematics data and driver logbooks of the Driver Participant on a weekly basis during the monitoring period from 01 June 2023 to 15 October 2023. All data should be provided within 48 (forty-eight) hours of the request from the Promoter.
- Prizes**
21. The Driver Participant who is announced as the Hollard Highway Hero will win cash to the value of R100 000.00 (one hundred thousand rand) ("Grand Prize"). The winner will be paid cash directly into his/her verified account.
  22. All Driver Participants who win prizes in terms of this Competition each win in their personal capacities and the prize is for personal use.
  23. The prizes cannot be transferred to another person or format and do not cover any other costs of the winner whatsoever.
- Determination of winners**
24. The Promoter will make 3 (three) attempts within 72 (seventy-two) hours to contact and notify the selected winners or Finalists telephonically. If the selected winner or Finalist cannot be contacted personally after 3 (three) attempts, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize, the winner will forfeit the prize and a replacement winner will be selected from the remaining qualifying participants. This process shall continue until the winner has been contacted and the prize has been awarded in terms of the Competition rules.
  25. An awards ceremony will be hosted at the Venue to be communicated by the Promoter where the prize and certificate winners in each category will be awarded around November 2023, after the monitoring is completed. Alternative arrangements with regards to the announcement of the winners and the delivery of the prizes are at the Promoter's sole discretion.
- Consumer protection and data privacy**
26. 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 Participants or the Promoter in terms of the Consumer Protection Act.
  27. By entering, the Participant acknowledges that personal information about himself, the telematics data and the motivation by the Fleet Owner will be shared with the Promoter and their agents to the extent necessary to conduct the Competition, determine the winners and for prizes to be delivered to prize winners. Please see consent box below.
  28. All personal information relating to the Participants will be used solely in accordance with existing legislation.
- General**
29. By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Promoter's and/or judges' decision regarding determination of the winners and any issue with the Competition will be final and binding and no appeals or correspondence will be entered into.
  30. Participants are responsible for their own costs while participating in the Competition, including internet connections. The Promoter accepts no responsibility or liability for any Competition entry that is not delivered, received or is delayed or damaged due to technical reasons or failure on the part of the Participant or the Participant's service provider. Proof of sending is not proof of receipt.
  31. Incomplete or incorrect entries will not be eligible to be entered into the Competition.
  32. The prizes are not transferable or negotiable.
  33. The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
  34. When claiming the prize, the Promoter reserves the right to request the winners to provide within 10 (ten) working days of date of being notified of their prize, positive identification (including a valid identity document or passport) and proof of driver's licence and permits valid during the period of the Competition, failing which they may be disqualified and forfeit their prize.
  35. All publicity and other materials carrying the Competition's logo will be the sole property of the Promoter.
- Please note that the following terms have the effect of you waiving certain rights you may have had against the Promoter. Please read it carefully and contact the Promoter if you have any questions.**
36. The Promoter reserves the right to shorten, extend or 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. The Competition, its prizes, and terms and conditions may be amended- by the Promoter, at any time during the Competition, and will be applied and interpreted 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 Promoter whatsoever.
  37. To the fullest extent permitted by law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoter, their associates, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees and 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.
  38. To the extent permitted by law, the Promoter will not be liable for any defects in the prizes, or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by Participants.
  39. The laws of the Republic of South Africa shall govern these Competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction..
  40. For further information or to request a copy of these terms and conditions go to [www.hollard.co.za](http://www.hollard.co.za) or contact 011 879 5165 during office hours.