

1. CONTEST ORGANIZER

1.1. The organiser of the “12 Days of Xmas” contest (the “Contest”) is Bolt Services ZA (Pty) Ltd, a legal entity organised and functioning under the laws of South Africa, having its registered office in South Africa, Cape Town, with company registration number 2016/095400/07 (“Organizer”), and is a local support service provider to Bolt.

1.2. For general questions arising out of these Contest terms and/or related to this Contest, please contact Organizer at southafrica@bolt.eu.

2. GENERAL

2.1. The Contest will run from 00:00 (SAST), 12.11__2023 (the “Opening Date”) to 23:59 (SAST), 24.11.2023 (the “Closing Date”). The period of the Contest is from the Opening Date until the Closing Date (hereinafter referred to as the “Contest Period”).

3. HOW TO PARTICIPATE

3.1. A user with a Bolt driver account (“Bolt User”), who complies with the applicable Bolt terms and conditions, that is the General Terms for Drivers found at <https://bolt.eu/en-za/legal/new-terms-for-drivers/?category=rides> (“Bolt Users Terms”) and these Contest terms including required eligibility in section 4, may enter through submitting Entries (as defined below).

3.2. To submit an entry to the Contest, the Bolt Users must be based and operating in South Africa to fulfil the conditions of the driver competition. Bolt Users may submit more than one Entry through fulfilling the requirements for additional opportunities to win.

3.3. At the Organizer’s option, in consideration of Entry into the Contest, the Bolt users shall irrevocably transfer, convey and assign to the Organizer (or such party that the Organizer may direct) all right, title and interest in and to the Entry/Entries and all intellectual property rights therein (excluding moral rights). The Bolt Users further agree to waive all moral rights relating thereto and agree to execute all documents and perform all acts deemed necessary by the Organizer to apply for, register, perfect and record such transfer and assignment and/or waivers. In these terms and conditions “intellectual property rights” means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, mask works and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models and other industrial property rights and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, licence or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

3.4. **How to submit entry;** Participants must do the following to enter the competition:

1. Riders must submit their favourite driver and their reason via social media
2. This submission must include the drivers name and surname so that we can verify the driver
3. Use the hashtag #BOLT12DAYSOFXMAS so that the team is able to find the post.
4. The most nominated drivers will be shared on the microsite alongside the motivations shared by riders so that the general public can vote for the 12 best drivers who will be rewarded.

3.5. The Organizer will not accept responsibility for Entries that are lost, damaged, or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure

of any kind. Any incorrect details submitted may render the corresponding entry invalid.

4. ELIGIBILITY

4.1. Bolt Users must meet the eligibility requirements of these terms. Failure to meet the eligibility requirements will result in an entry being invalid and/or forfeiture of a Contest Prize.

4.2. **Competitors eligibility;** Must be following the Bolt ZA IG page (@bolt_southafrica) or Facebook page (BoltSouthAfrica).

4.3. The Contest is only open to individuals resident/domiciled in South Africa only, who are in possession of valid identity documentation, over the age of 18, and are a registered Bolt User, except the following who are not eligible:

4.3.1. directors, representatives and/or employees of the Organizer or Bolt globally and/or any other company part of the Bolt group;

4.3.2. directors, representatives and/or employees of any company that has contractual relations with the Organizer or Bolt globally and/or that may influence directly or indirectly the Contest. For avoidance of any doubt, acceptance of Bolt User Terms does not make a Bolt User ineligible.

4.4. Organiser will not accept Contest entries that are:

4.4.1. automatically generated by computer; or

4.4.2. completed by third parties or in bulk.

4.5. Organisers will require Winners to provide proof of eligibility and proof of registration as a Bolt User through the Bolt Platform.

4.6. Any Bolt Users which are in breach of any applicable Bolt User Terms will be disqualified. Organiser further reserves all rights to disqualify Bolt User if conduct is deemed by Organiser to be contrary to the spirit or intention of the Contest.

5. WINNERS AND PRIZES

5.1. The prizes are 12 R5000 cash prizes.

5.2. After the Winner has proven eligibility, they will collaborate with the Organizer to decide on delivery and receipt of the applicable Contest Prize.

5.3. Organisers will pre-purchase all Contest Prizes. A Winner may not opt to pay the difference for a potential transaction valued higher than the Prize or Prizes offered.

5.4. Prize Winners will be selected from eligible Contest Entries post the 15.11.2023 and before 15_12_2023 .The selection of all Winners is final and no correspondence or discussion will be entered into.

5.5. Organiser will announce the selected Winners through a social media post of the Organiser on Instagram (@bolt_southafrica) and Facebook (BoltSouthAfrica), which will include the Winners name and surname and an image alongside the winning story that was submitted.

5.6. Winners must directly message the Organizer where they were announced as a winner to verify their eligibility through providing their telephone number or email address used at the time of registration or as updated in the Bolt Platform. It is the Winner's responsibility to ensure that their details are up to date. If the Winner doesn't contact the Organiser via DM within two (2) days of being announced as a Winner, then the Contest Prize will be cancelled, and a new Winner chosen.

5.7. A Contest Prize may not be claimed by a third party on the Winner's behalf.

5.8. A Contest Prize is non-transferable and may not be exchanged.

5.9. Organiser will not grant any compensation in money or other benefits to that Bolt User declared Winner but who does not meet the eligibility conditions or does not comply with the terms and conditions for granting/claiming a Contest Prize.

5.10. Prizes will be individually deposited into the winning drivers account automatically after the drivers have been verified.

6. DATA PROTECTION AND PUBLICITY

6.1. Organiser will only process Bolt User personal information as set out in Bolt's Bolt User privacy policy available here: <https://bolt.eu/en-za/legal/za/privacy-for-riders/>

6.2. Upon winning, the Winner's name, likeness, image and/or voice (including photograph and video recordings) and county may be published or made available by the Organiser on Bolt's website and other marketing channels, including social media channels and newsletters, based on the Organiser's legitimate interest to promote the contest and its outcomes. If the Winner objects to its name or county being published or made available, the Winner shall contact the Organizer via southafrica@Bolt.eu. In such circumstances, the Organizer may still be required to provide the information and winning entry to a regulatory authority on request.

6.3. It is a condition of accepting a Contest Prize that the Winner may be required to sign a legal release in a form to be determined by the Organizer in its absolute discretion.

6.4. All Bolt Users who submit an Entry hereby grant to Organizers a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of Entry content. This allows Organiser or any Bolt group company to use and share the content used in any Entry post as they see fit.

6.5. Bolt Users warrants that all Entries will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right.

6.6. Organiser takes no responsibility and assumes no liability for any Entry by a Bolt User or any third-party.

7. LIABILITY

7.1. Nothing in these terms limits, excludes or modifies or purports to limit, exclude liability to the extent that it cannot be legally limited or excluded by law, for death or personal injury arising out of its negligence, and for losses suffered as a result of a party's fraud or fraudulent statement.

7.2. Subject to the limitations above, Organizer excludes from these terms: (a) all conditions, warranties and terms implied by statute, general law or custom; (b) all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); (c) all liability whether direct, indirect, special or consequential, arising in any way out of the Contest, including, without limitation, the following: (i) any technical difficulties or equipment malfunction (whether or not under the Organizer's control); (ii) any theft, unauthorised access or third party interference; (iii) any entry or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organizer) due to any reason beyond the reasonable control of the Organizer; (iv) any tax implications; (v) any variation in reward value to that stated in these terms; (vi) any tax liability incurred by a successful claimant or Bolt User; and/or (vii) a Contest Prize or use of a Contest Prize.

8. FINAL PROVISIONS

8.1. Organiser reserves the right to disqualify any Bolt User from the Contest at its own discretion or if evidence of abuse or fraud is found. In the event of any dispute, Organiser's decision will be considered full and final.

8.2. Organiser reserves the right to change the terms at any time and it is the Bolt User's responsibility to check for changes and updates.

8.3. Organiser reserves the right to modify, alter, discontinue or terminate this Contest at any time for any reason.

8.4. If there is any reason to believe that there has been a breach of these terms, Organizer may, at its sole discretion, reserve the right to exclude a Bolt User from participating in the Contest.

8.5. Organiser reserves the right to hold, void, suspend, cancel, or amend the Contest where it becomes necessary to do so.

8.6. These terms will be governed by South African Law, and the parties submit to the non-exclusive jurisdiction of the courts of South Africa.