



STAND A CHANCE TO

WIN

A BMW 320i 

BY MEETING THE CRITERIA BELOW

COMPETITION
RULES



MUSTEK LIMITED : BMW 3 SERIES M SPORT PACKAGE (“THE VEHICLE”) COMPETITION (“THE COMPETITION”)

GENERAL TERMS AND CONDITIONS

1. These are the general terms and conditions for the Competition conducted by Mustek Limited (“Mustek”).
2. The Competition is conducted subject to these Terms and Conditions (Ts and Cs”) and the rules, promotional material or adverts (“rules”) pertaining to the Competition.
3. Your :
 - 3.1 participation in the Competition; and/or
 - 3.2 fulfilment of the conditions pertaining to Competition, should there be any conditions, constitutes your binding acceptance of these Ts and Cs on behalf of yourself and any person with whom you may share a prize, reward, gift, free good offered (“prize”), in the event that you obtain a prize which is for you.
4. The Competition is not open to any person/entity who is not an approved Mustek Reseller (“Dealer”).
5. The judges’ decision is final and binding and no further correspondence will be entered into.
6. Mustek is not responsible for any entries which are not received by Mustek, whether timeously or at all, regardless of the cause thereof. Without limitation, Mustek is 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, website or other device or medium), or any combination thereof, or any other technical or other problems.
7. It is your responsibility, as a participant, to ensure that any information which you provide in respect of the Competition is accurate, complete and up to date.
8. 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. Mustek will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your participation in the Competition and your acceptance and/or use of a prize.
9. Mustek does not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, makes no representations and gives no warranty that a prize, or any aspect thereof, will –
 - 9.1 meet your requirements, preferences, standards or expectations; or
 - 9.2 be satisfactory and punctual.
10. The prize is not transferable and may not be deferred, changed or exchanged for any other item or cash.
11. You may not obtain a prize if it is unlawful for Mustek to supply such a prize to you. If you do not qualify to receive such a prize, you will forfeit it.
12. In the event that you win, you must possess whatever documents and permissions that may be required in order to take part in the Competition or claim a prize.
13. Should you be a participant in the Competition to whom a prize is due, you will be notified by means of the contact details provided to Mustek by you. Mustek may require you to provide additional information as may be reasonably required to process and facilitate your acceptance

and/or use of a prize. You have one month from notification by Mustek to collect or organise delivery of a prize.

14. Should you be a participant in the Competition to whom a prize is due and you fail to respond to the formal notification by Mustek within the time period specified at 14 above, you shall forfeit such unclaimed prize and thereafter Mustek shall randomly select a replacement winner from the Competition entries. Mustek shall notify the replacement winner of such effect as soon as reasonably practicable and the provisions of this clause 15 shall apply to the replacement winner in the event that he/she fails to respond to the notification.
15. To the full extent permissible by applicable law, Mustek, reserves the right to vary, postpone, suspend, or cancel the Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which Mustek deems reasonable in the circumstances. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of the Competition and acknowledge that you will have no recourse against Mustek.
16. You agree that your participation in the Competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
17. Should you be a participant to whom a prize is due, you consent to Mustek or its authorised agents to take, capture, record and/or use your name, voice, photographic images or video images for the purpose of marketing and publicity campaigns.
18. To the full extent permissible by applicable law, Mustek 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, whether arising from negligence or any other cause, which is suffered by your participation in the Competition or the acceptance and/or use by you, of any prize, or by any action taken by Mustek in accordance with the Ts and Cs.
19. These Ts and Cs will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
20. Mustek reserves the right to amend these Ts and Cs at any time and will publish same on its website www.mustek.co.za or make same available to participants on request.
21. In the event that any of the terms of these T's and C's are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms of these T's and C's, which will continue to be valid and enforceable.

SPECIFIC TERMS AND CONDITIONS

22. The competition is solely related to the sale of Windows 10 Pro All Mecer Desktop PCs ("the Desktops") during the period reflected in clause 23 below.
 23. The Competition is conditional upon at least 10 000 (ten thousand) Desktops being sold ("the Target Threshold") in aggregate by all participating Mustek approved Resellers ("Dealers") during the period 1 November 2020 to 31 March 2020 ("the Period").
 24. Should the Target Threshold be achieved during the Period, the Dealer who sold the most Desktops in number during the Period will win the Vehicle. In the unlikely event of one or more Dealers selling an equal number of Desktops, Mustek will request its auditors to draw the winner.
 25. You will be obliged to sell at least 300 (Three Hundred) Desktops to participate in the Competition and become eligible to win the Vehicle.
 26. The winner will be announced on Wednesday 15 April 2021.
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