

BMW Motorrad Pinetown Oktoberfest 2026 Competition Documents

Terms and Conditions

Promotional Competition Terms and Conditions

1.1 These terms and conditions govern the BMW Motorrad Pinetown Oktoberfest 2026 BMW CE 02 promotional competition (the “Competition”). By entering the Competition, each participant agrees to be bound by these terms and conditions, as may be amended to the extent permitted by applicable law.

1.2 The promoter of the Competition is Supertech Motor Holdings, trading as BMW Motorrad Pinetown, with registration number 2015/333661/07 (the “Promoter”).

1.3 Subject to these terms and conditions, the prize is one 2026 BMW CE 02 motorcycle (4kW version), in the specification, model variant and colour determined by the Promoter and subject to availability. The motorcycle identification number WB30C7108RRA85622.

1.3A Standard equipment of the prize motorcycle includes SURF and FLOW riding modes, LED headlight, electric reverse gear, basic connectivity, ABS on the front wheel, Keyless Ride, a 3.5-inch Micro TFT display, and a USB-C charging socket.

1.4 Subject to any lawful amendment, suspension, postponement or cancellation in terms of these rules, the final draw event is scheduled to take place on 24 October 2026 at the Promoter’s annual Oktoberfest event at BMW Motorrad Pinetown.

2. Duration of the Competition

2.1 The Competition opens on 01 June 2026 and closes on 24 October 2026 at 13:00. No entries received after the closing date and time will be valid or considered. The Competition rules will be published on the Competition website.

2.2 The Promoter’s time records will, absent manifest error, be the official time records for determining the opening and closing of the Competition and the timeliness of any entry or attendance requirement.

3. Eligibility

3.1 The Competition is open to natural persons who are at least 18 years old at the date of entry, who are resident in the Republic of South Africa, and who are in possession of a valid South African identity document or passport and a valid motorcycle licence where required for lawful use of the prize.

3.2 The following persons may **not** participate in the Competition or receive the prize: directors, members, partners, employees, agents, consultants, dealers, franchisees, suppliers and service providers of the Promoter, and the spouses, life partners, parents, children, siblings, business partners or associates of any such persons who are directly connected with the Competition.

3.3 By entering the Competition, each participant warrants that he or she is legally competent to do so and is legally entitled to accept, register and possess the prize.

4. How to Enter

4.1 Participants may enter the Competition only in the manner prescribed by the Promoter in the final published competition materials and by completing all required entry information fully and accurately.

4.2 Subject to clause 4.2A and applicable law, participants may enter the Competition during the Competition period in either of the following ways: (a) by purchasing an official competition cap from BMW Motorrad Pinetown; and/or (b) by servicing or repairing a motorcycle at BMW Motorrad Pinetown.

4.2A The Competition mechanic, including any entry route linked to the purchase of goods or services, must be implemented, administered and, if necessary, amended so as to comply with section 36 of the Consumer Protection Act 68 of 2008 and the regulations made thereunder, including any prohibition on requiring prohibited consideration as a condition of participation.

4.3 Subject to these terms and conditions and applicable law, a participant may enter the Competition multiple times through either or both entry mechanisms, provided that each entry is validly captured, independently identifiable and otherwise compliant with these rules.

4.4 Each valid entry must include the participant's full name, identity or passport number, contact number and any other information reasonably required by the Promoter for administration of the Competition.

4.5 The Promoter reserves the right to reject or disqualify any entry that is incomplete, illegible, inaccurate, fraudulent, forged, altered, mechanically generated, bulk-generated, duplicated, tampered with, non-compliant with these terms and conditions, or received after the closing date and time, to the extent permitted by law.

5. Draw Process and Selection of Finalists

5.1 The draw will commence at 09:00 on 24 October 2026 at the Oktoberfest event venue and will be conducted by random draw under the supervision of the independent person appointed for the Competition. Names will be picked out of a box, with one name drawn every hour starting at 09:00 and ending at 13:00, until the finalists for the final key-selection process have been identified.

5.2 If a selected entrant is not physically present when drawn, the Promoter will use reasonable endeavours to contact that entrant telephonically using the contact details provided on entry. The Promoter will not be responsible for any failed, delayed or unsuccessful contact attempt caused by incorrect, incomplete, outdated or inaccessible contact details, network failure, device unavailability, call screening, voicemail settings or any other circumstance beyond the Promoter's reasonable control. A selected entrant who cannot be reached, who does not answer, who declines participation, or who fails to arrive at the event venue by 14:00 on 24 October 2026 will forfeit the opportunity to participate in the final key-selection process.

5.3 A selected finalist who is present at the event, or who arrives at the venue by 14:00 after being contacted telephonically, must identify himself or herself to the Promoter's representatives immediately on arrival, provide reasonable proof of identity and eligibility on

request, and remain available for the final key-selection process. Failure to do so may result in disqualification and forfeiture, to the extent permitted by law.

5.4 Any selected entrant who does not arrive at the venue by 14:00 on 24 October 2026 will forfeit the opportunity to participate as a finalist.

5.5 If fewer than five selected finalists have arrived at the venue by 14:00, the final key-selection process will proceed only with those finalists who have arrived by that time. In that event, the process will proceed as planned with a lesser number of keys corresponding with the number of finalists present, provided that the process remains lawful, fair, random where applicable, and independently supervised.

5.6 If a selected entrant forfeits, is disqualified, is ineligible, cannot be verified, or is unavailable to participate in the final key-selection process, the Promoter may select one or more alternate finalists by further random draw from the remaining eligible entries, in a lawful, fair and independently supervised manner, provided this can be completed before the final key-selection process is concluded.

6. Final Winner Determination

6.1 Once the finalists have been confirmed, the Promoter will make available a number of BMW keys equal to the number of confirmed finalists, up to a maximum of five keys, for the finalist selection process at 15:00.

6.2 Finalists will select keys in the order in which they were drawn, unless the Promoter determines another fair and independently supervised order for operational reasons that does not materially prejudice any finalist.

6.3 At 15:00, each finalist will choose a BMW key and will be given one opportunity, in the order determined under clause 6.2, to attempt to start the motorcycle using the key selected by that finalist.

6.4 The finalist holding the key that successfully starts the motorcycle will be the provisional winner of the prize, subject to final verification of identity, eligibility, entry validity and compliance with these terms and conditions.

6.5 If the physical key-start mechanic cannot be conducted for any reason, including operational, safety, legal or technical reasons, the Promoter may substitute a substantially similar, lawful, fair and independently supervised random winner-determination process, provided that the substitute process does not materially and unfairly prejudice participants.

6.6 The Promoter may notify the provisional winner verbally at the event and may thereafter confirm the result telephonically, by SMS, email or in writing using the contact details provided on entry. The Promoter will not be liable for any unsuccessful notification caused by incorrect, incomplete or outdated contact information supplied by the participant.

7. Prize Conditions

7.1 The prize is not transferable and may not be exchanged for cash, credit or any other item, except to the extent required by law or where the Promoter, acting reasonably, is unable to award the stated prize and provides a prize of equal or greater value.

7.2 Unless expressly stated otherwise in the Promoter's final approved competition materials, the prize includes only the motorcycle expressly described in these terms and

conditions and excludes, without limitation, insurance, licensing, registration fees, delivery costs, accessories, fuel, charging equipment, optional extras, maintenance plans, finance, taxes (if any), and all other incidental or consequential costs associated with the ownership, registration, collection or use of the prize.

7.3 The provisional winner must, within the period specified by the Promoter and on reasonable notice, provide all documentation and information reasonably required to verify identity, eligibility, entry validity and lawful entitlement to take transfer of the prize, including any documentation required for registration, licensing, collection or delivery of the prize where applicable.

7.4 If the provisional winner or winner is unable, unwilling or legally disqualified from accepting transfer, collection, registration or lawful possession of the prize, cannot be successfully verified, fails to provide the required documentation within the period specified by the Promoter, fails to complete any required prize-acceptance formalities, cannot be contacted after reasonable notification attempts, or otherwise breaches these terms and conditions, that person may be disqualified and will forfeit the prize. In that event, the Promoter may select an alternate winner in a fair, lawful and independently supervised manner.

7.4A The Promoter may require the winner to collect the prize, or complete handover formalities, on a date, at a time and at a place reasonably determined by the Promoter. If the winner fails to collect the prize or complete the required handover formalities within the period notified by the Promoter, the winner may be deemed to have forfeited the prize, to the extent permitted by law.

7.5 Risk in and to the prize will pass to the winner on handover, subject to any mandatory rights under applicable law.

8. Verification and Disqualification

8.1 The Promoter may require any participant or finalist to provide proof of identity, age, residence, purchase, entry validity and compliance with these terms and conditions.

8.2 To the extent permitted by law, the Promoter may disqualify any participant or finalist who breaches these terms and conditions, provides false or misleading information, tampers with the entry or winner-determination process, acts unlawfully or abusively, or gains or attempts to gain an unfair advantage.

9. Publicity and Marketing

9.1 By entering the Competition, each participant acknowledges that the Promoter may collect, use, store and otherwise process the participant's personal information for purposes of administering the Competition, validating entries, contacting finalists and the winner, verifying eligibility, awarding the prize, complying with legal, regulatory and audit obligations, and maintaining records required by law.

9.2 Personal information will be processed in accordance with applicable data protection laws, including POPIA, and will not be used for direct marketing unless the participant has separately consented where such consent is required by law.

9.3 A finalist or winner may be invited to participate in publicity, photographs, recordings or promotional activity related to the Competition, but will have the right to decline such invitation.

No finalist or winner will be required to participate in publicity or to permit use of his or her image as a condition of receiving the prize.

10. Independent Oversight and Records

10.1 The Promoter must appoint an independent accountant, registered auditor, attorney or advocate, or such other independent person as may be permitted by applicable law, to oversee the conduct of the Competition and compile any report, declaration or record required by law.

10.2 The Promoter must retain the Competition rules, marketing materials, entry records, finalist and winner records, prize details, oversight records and all other documents required by applicable law for the period prescribed by law, and if no minimum period is prescribed, for not less than three years after the Competition ends.

11. Limitation of Liability

11.1 To the fullest extent permitted by law, the Promoter and its associated persons will not be liable for any loss, damage, injury, cost or claim arising from or in connection with participation in the Competition or the acceptance, possession, use or inability to use the prize, save to the extent that such liability may not lawfully be excluded or limited.

11.2 The Promoter is not responsible for any lost, delayed, corrupted, incomplete, misdirected or technically defective entries, communications or calls, or for any interruption, cancellation or postponement caused by events beyond the Promoter's reasonable control.

11.3 Nothing in these terms and conditions is intended to limit, exclude or waive any consumer rights that may not lawfully be limited, excluded or waived under the CPA or any other applicable law.

12. Changes, Suspension or Cancellation

12.1 Subject to applicable law, the Promoter reserves the right to amend these terms and conditions or to suspend, postpone or cancel the Competition where reasonably necessary due to law, regulatory direction, fraud, technical failure, operational difficulty, safety concerns or circumstances beyond the Promoter's reasonable control, provided that no material change will be made in a manner that unfairly prejudices participants.

13. Applicable Law and Disputes

13.1 These terms and conditions are governed by the laws of the Republic of South Africa.

13.2 A copy of these terms and conditions will be made available to participants on request, at the event venue, and through the channels in which the Competition is marketed, in accordance with applicable law.

13.3 Any dispute concerning the Competition will be handled in accordance with applicable South African law, without limiting any participant's statutory rights.