

**AL JABR AUTOMOTIVE  
TERMS & CONDITIONS  
KIA LUCKY DRIVE TO AUSTRALIA Promotion**

Please read these Terms and Conditions carefully. If you do not agree to accept them, you should not proceed any further with the "Kia Lucky Drive to Australia" presented by Al Jabr Automotive, Sole Distributor of KIA Motors Corporation – "KIA". By continuing to participate in the Promotion, you agree to abide by the following Terms and Conditions.

The information you are providing will be used for marketing purposes by Al Jabr Automotive, Saudi Arabia.

**1. ELIGIBILITY**

1-1. Every application to participate in the Contest shall be made by one person i.e. the Participant.

1-2. Entry and participation in the promotion is free.

1-3. Contest is open to persons aged twenty five (25) years and older.

1-4. Participants must have valid Saudi Driver's License.

1-5. Al Jabr Automotive and Al Jabr Group Companies' employees as well as their advertising, PR and media agencies employees and relatives are not eligible to participate.

1-6. Al Jabr Automotive reserves the right to exclude any person/ persons, from the Contest who infringe upon the stated conditions of entry. Any person/ persons, using prohibited means, or otherwise seeking to obtain advantage by manipulations of any kind whatsoever, will be excluded from the Contest. In the event of finding out any such manipulation and/ or use of unfair means to effect on draw results, Al Jabr Automotive also reserves the right to cancel the related prizes already awarded and demand return or repayment for the value of the prizes awarded even after the draw took place and prizes are handed over to aforementioned person/ persons.

1-7. Participants shall take part via their own/ valid email account by entering information on Application Form at KIA Saudi Arabia website. Any person/ persons, found using a fake account or not owned by the entrant/ participant will have his/their winning entry cancelled. Al Jabr Automotive reserves the right to pursue legal action against such person/ persons.

1-8. Every entrant must complete, submit a valid Application Form and must complete Test Driving of at least one Kia vehicle.

1-9. Entrants must be willing and advise their consent in writing to Al Jabr Automotive to travel to Australia in order to attend the Australian Open Tennis Tournament in January 2018.

1-10. Entrants must have a valid Identity Document – Iqama and Passport in case of expatriates and Valid Saudi National ID and Passport in case of Saudi citizens.

1-11. Winner and guest/ companion must get a valid Australian Visa.

1-12. Al Jabr Automotive has no responsibility to provide visa for Australia for the winning applicant/ companion, in addition to any objection placed by Australian Diplomatic Mission on the applicant/ companion's visa

1-13. Entrants must apply for an Australian visa providing all required documents / information for the application process at their own expense.

1-14. By submitting an Application Form participants have accepted and agreed to the terms and conditions of this promotion.

**2. PROMOTION**

2-1. The promotion requires you to contact your local KIA dealer between 1<sup>st</sup> to 30<sup>th</sup> November 2017, sign up for Test Drive of any Kia Model and qualify to win a 2 night 3 day trip to Australia.

### How to participate:

Kia Lucky Drive to Australia

- Contact your local dealer and sign up for and test drive for any Kia Model
- All entries during the contest period will be eligible to win the prizes. Any entries after November 30, 2017 will not be acceptable.

### 3. EVALUATION CRITERIA

3-1. Only the Participants who complete the test drive of a Kia model by November 30th will be considered eligible.

3-2. All qualified participants will be eligible to enter into a draw.

### 4. PRIZE

4-1. Grand Prize Draw will take place on December 1st, 2017. Winner will be announced.

Promotion name	Winner	Prize	Judging Criteria	Qualification
Kia Lucky Drive to Australia	One winner and One Companion. (Total 2 persons)	The winner will be sent to Australia along with a friend or family member. Round trip air tickets (Economy) and accommodation for 2 nights & 3 days will be provided for the winner and one companion. Personal expenses during the trip will NOT be provided.	All Promotion participants will be validated by Al Jabr Automotive	Participants who sign up for a test drive a Kia model and selected by Luck Draw.

4-2. The winner will be notified through email or phone call contact from Al Jabr Automotive. If the winner does not respond to Al Jabr Automotive's notification within three (3) days, his name will be cancelled and another candidate will take his place as the winner.

4-3. The Prize may not be substituted/ reimbursed for cash.

4-4. Prize cannot be transferred without the prior written consent of Al Jabr Automotive.

4-5. Al Jabr Automotive shall not be responsible for any local tax (VAT etc.) that the winner is required to pay resulting from the acceptance of the prize.

4-6. If the prize cannot be awarded due to circumstances beyond the control of Al Jabr Automotive, they have the sole discretion and reserve the rights to substitute prize of equal value.

### 5. LIABILITY

5-1. All contractual obligations of Al Jabr Automotive are deemed to be fulfilled on delivery of prize to the winner. Al Jabr Automotive shall not be responsible for any material defect in the prize including but not

limited to air travel, hotel accommodation, during travelling, stay in Australia and / or any damage occurring as a result of act of God.

5-2. Any announcement or publication of winner's name is unofficial and does not guarantee that the prize will be finally awarded to him. No potential winner is deemed to have won the prize until his eligibility is confirmed by Al Jabr Automotive's verification process.

5-3. Al Jabr Automotive shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, misrepresented or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the contest; (v) any accidents or damages occurred during the trip (vi) any printing, typographical, administrative or technological errors in any materials associated with the contest. Kia disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the contest, and reserves the right, in its sole discretion, to cancel, modify or suspend the promotion should a virus, bug, computer problem, unauthorized intervention or other causes beyond Al Jabr Automotive's control.

5-4. By participating in the promotion, you agree that no claim shall be asserted against Al Jabr Automotive, its affiliates or any of their respective directors, officers, employees or agents in respect of any and all losses or injuries (including without limitation special, indirect or consequential losses), damages, rights, claims or actions of any kind whatsoever that result from your participation to the Contest and/or your acceptance and in course of your enjoyment of the prize.

## **6. OWNERSHIP OF CONTENT**

6-1. Participants bear sole liability and sole responsibility for the legality of the data and for ensuring that they have the necessary rights to digital data supplied by them. Participants shall be liable for and hold Al Jabr Automotive harmless from and against all losses and damages incurred and suits and claim brought by third party due to possible infringement of intellectual proprietary right of the third party. Participants shall, their own expense, take charge of the defense of any such suits and claim

6-2. By entering the Contest, except where prohibited by law, each participant agrees that Al Jabr Automotive has the right and permission to use and announce the name, picture, voice, performance, background and biographical data, photograph, image, testimonial, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof), and/or any information contained in his/her entry for promotional, advertising, publicity and/or other purposes in relation to the promotion.

## **7. MISCELLANEOUS PROVISIONS**

7-1. The legal relationship between Al Jabr Automotive and the Participants is governed by the laws of the Kingdom of Saudi Arabia. Any and/ or all legal actions or claims arising in connection with this promotion must be brought in a court of competent jurisdiction in Dammam, Kingdom of Saudi Arabia.

7-2. Al Jabr Automotive is subject to the Kingdom of Saudi Arabia data protection laws when collecting and processing personal data. However, if you communicate with Al Jabr Automotive with regard to any and all legal actions or claims arising in connection with this promotion by email, you should note that the security of Internet email is uncertain. By sending sensitive or confidential email messages that are not encrypted you accept the risks of such uncertainty and possible lack of confidentiality over the Internet.

7-3. Al Jabr Automotive reserves the right to amend these Terms and Conditions of entry at any time without prior notice.

7-4. Informative and explanatory material relating to the promotion forms an integral part of these Terms and Conditions. However, any terms and conditions on the informative and explanatory material relating to the Contest that are contradictory to these Terms and Conditions shall be invalid and these Terms and Conditions shall prevail.

INQUIRY: Any inquiry related to participating in the Contest shall be sent to either email at [shish@kia-sa.com](mailto:shish@kia-sa.com) or Al Jabr Automotive (Attn: General Manager, Marketing), P. O. Box 2477, Al Khobar – 31952, Kingdom of Saudi Arabia.