

AutoCity Cares (NPO) 2023/578478/08

Society Lottery Scheme is registered with National Lotteries Commission (Reg No. 00425/01).



AutoCity



Mahindra
Rise.



AutoCity Cares Beneficiary Agreement

Between

AUTOCITY CARES (NPO) (2023/57478/08)

(Hereinafter referred to as "AutoCity Cares")

And

(the beneficiary)

(Duly authorized Represented by)

Who by his/her signature warrants his/her authority to enter into this agreement.

(Hereinafter referred to as "the Beneficiary")

 **Phone.** 011 814 8300

 **Website** www.autocity.co.za

 **Address.** 76 Springsroad
Nigel

 **Email.** admin@autocity.co.za



Standard Terms and Conditions: Beneficiaries

1. DEFINITIONS

1.1. AGENT

Any person, company, or business that wish to be appointed as agent to sell raffle tickets on behalf of a beneficiary for the benefit of the beneficiary to participate in the 2024 Autocity Cares Competition.

1.2. APPLICATION FOR FUNDING

The online beneficiary application form on the Autocity Cares Web page: <https://www.autocitycares.org.za/>.

1.3. AUTOCITY CARES

The host of the 2024 Autocity Cares Competition.

1.4. BENEFICIARY GOVERNING BODY OR COMMITTEE

The person(s) who is (are) appointed by the company, Non-profit organization, Institution, or business who is (are) in a position of control and decision making on behalf of the entity.

1.5. BENEFICIARY

The person, company, Non-profit organization, Institution, or business who are formally accepted by Autocity Cares to receive the benefits of donations to the beneficiary in the form of proceeds received, from sold raffle tickets during the 2024 Autocity Cares competition.

1.6. BENEFICIARY RECEIPTS

The formal declaration made by the Lottery Master and the Beneficiary to the National Lottery Commission of proceeds donated to the beneficiary.

1.7. LOTTERY MANAGER

Represents the person appointed by Autocity Cares who manage and oversee the compliances and regulations of the 2024 Autocity Cares competition.



1.8. MANCO

Represents the persons appointed by Autocity Cares who manage, oversee, and authorises the day-to-day functions, responsibilities, and duties of Autocity Cares.

1.9. NATIONAL LOTTERY COMMISSION (NLC)

Represents the governing body appointed by the Minister to oversee and regulate any gambling, lottery, or raffle competition in South Africa. Any person or entity must be registered with the NLC to comply with the Lotteries Act (No 57 of 1997)

1.10. PARTIES

The party or parties represent the agreement between Autocity Cares and the approved Beneficiary.

1.11. PROCEEDS

The funds received from the sale of raffle tickets on the Autocity Cares Web page, less 10 (ten) percent to cover fees and expenses occurred to facilitate the sales of raffle tickets and the compliance costs involved.

1.12. RAFFLE TICKETS

The electronic raffle ticket available on the Autocity Cares Web page, for sale to any South African citizen over the age of 18 years.

2. DURATION

- 2.1. This agreement shall commence on the date of signature of this agreement by the last party to sign this agreement and be valid until 90 working days after 9 November 2024.
- 2.2. The termination of this agreement may be affected in writing by either party and shall at all times be subject to a minimum of 60 (sixty) days' notice period in respect of that termination.



3. THE RIGHTS AND OBLIGATIONS OF AUTOCITY CARES

- 3.1 The Parties each acknowledge and agree that all funds which are received from those entities and persons which facilitate the collection of funds from raffle tickets sold, from members of the public for donation to Beneficiaries and which funds AutoCity Cares has the obligation to report on these funds to third parties, in terms of this agreement.
- 3.2 The proceeds raised by beneficiaries and their agent(s) from raffle tickets sold in any calendar month, will be donated within 10 working days of the following month, to the beneficiaries. 10 (ten) percent of the proceeds will be retained by Autocity Cares to cover its administration costs incurred during the 2024 initiative.
- 3.3 Beneficiaries will become eligible to participate in the 2024 draw after the board members of Autocity Cares approved the beneficiary's participation. A written notice will be sent to the beneficiary.
- 3.4 AutoCity Cares shall at all times be entitled to release information when AutoCity Cares believes, in good faith, that the release and/or disclosure of information.
 - 3.4.1 will be to the benefit of the Beneficiary; or
 - 3.4.2 is reasonably required by AutoCity Cares
 - 3.4.2.1 to comply with the law;
 - 3.4.2.2 to enforce or apply the terms of any lawful agreements between AutoCity Cares and a third party; or
 - 3.4.2.3 to protect the rights, property or safety of AutoCity Cares.
- 3.5 On suspension, termination or at the end of this agreement of the relationship between AutoCity Cares and the Beneficiary any funds raised for the Beneficiary shall, within 2 (two) months of that suspension, termination or at the end of the agreement, be reported to the organization's Lottery Manager on the prescribed form provided by the National Lotteries Commission.



4. THE RIGHTS AND OBLIGATIONS OF THE BENEFICIARY

The Beneficiary:

- 4.1 acknowledges that the approved Application for Funding form and the information contained therein, a copy of which has been initialled by AutoCity Cares and the Beneficiary, is the basis upon which AutoCity Cares has entered into this agreement.
- 4.2 Acknowledges that this agreement will be entered into and be enforced, only after the following terms were met:
 - 4.2.1 This agreement is duly signed by the authorised representatives' and received by Autocity Cares' legal department.
 - 4.2.2 Has indicated on the Application for Funding a brief motivation why the beneficiary would benefit from participating in the 2024 raffle and the proposed goal of funds the beneficiary aims at receiving from the Autocity Cares initiative and the means that will be used to enable the beneficiary to reach the proposed goal;
 - 4.2.3 Contact between the beneficiary and the Autocity Cares marketing team has been established, to drive this initiative on available social media and other media platforms as agrees upon.
- 4.3 shall allocate the funds received from raffle tickets sold to the benefit of the beneficiary in a responsible manner, as approved by the beneficiary's governing body or committee.
- 4.4 shall utilise and sell the electronic raffle tickets available from Autocity Cares with ambition and drive, in order to assist AutoCity Cares to achieve its objectives of assisting the communities.
- 4.5 It is highly advised to a beneficiary to appoint an agent, or many agents, as it may find viable. Each agent will assist the beneficiary to sell online raffle tickets as agreed upon between the agent and the beneficiary.



- 4.6 agrees that AutoCity Cares may publish the raffle ticket proceeds on the AutoCity Cares' website for viewing by members of the public.
- 4.7 agrees that AutoCity Cares may publish extracts from the Beneficiary Receipts and other Visual Records regarding the progress of funds received in the media.
- 4.8 acknowledges and agrees that AutoCity Cares shall retain all rights in respect of documentation produced by the Beneficiary for AutoCity Cares, the beneficiary's Receipts reports, photographs and videos.
- 4.9 shall not disclose or reproduce any data or information pertaining to the business operations or any other information of a confidential or proprietary nature of AutoCity Cares, without AutoCity Cares' prior written consent, and shall restrict the use of such data for purposes stipulated by AutoCity Cares in writing from time to time.
- 4.10 acknowledges and agrees that AutoCity Cares reserves the right, in its sole and absolute discretion, to give written notice to the Beneficiary of its intention to suspend the terms of this Agreement, if the Beneficiary fails to attract sufficient interest and donations from the prospective selling of raffle tickets or when suspected a beneficiary is participating in the raffle competition unlawfully or unfairly against other participants.
- 4.10.1 the Beneficiary shall, subject the provisions of clause 3.5 above, no longer be entitled to receive any funds which have been collected by selling of raffle tickets for distribution to the Beneficiary from the date of written notice of suspension of this agreement.
- 4.10.2 AutoCity Cares shall, in its sole and absolute discretion, be entitled to revive the agreement upon receipt by AutoCity Cares of a written motivation from the Beneficiary setting out the grounds for revival of the agreement and the chairperson of Autocity Cares agrees to the revival.

5. MARKETING OBLIGATIONS OF THE BENEFICIARY

- 5.1. Autocity Cares shall, at all times having regard to the financial circumstances of the Beneficiary, be entitled to require the Beneficiary, at the Beneficiary's own cost:
- 5.1.1. allow Autocity Cares to provide links to the Beneficiary's website, if any, from the Autocity Cares website. Autocity Cares shall, at its own discretion, be entitled but not obliged:



5.1.1.1. to display the approved logo/s and name of the Beneficiary on the Autocity Cares website; or

5.1.1.2. to provide links to the Beneficiary's website, if any, from the Autocity Cares website.

5.1.2. allow Autocity Cares, at Autocity Cares' sole discretion, to use the Beneficiary's approved logo/s and name in any advertising or marketing literature utilized by Autocity Cares to promote Autocity Cares fundraising activities. Autocity Cares will communicate the use of the Beneficiary's logo/s and name, to the Beneficiary, prior to any public advertising or marketing.

6. SUSPENSION / CANCELLATION

6.1. Notwithstanding the notice provisions of clause 8, Autocity Cares shall be entitled, at its own discretion to either suspend this agreement or cancel this agreement forthwith, on written notice to the Beneficiary where the Beneficiary fails to

6.1.1. comply with any of the statutory requirements governing the conduct of public benefit organizations, and/or

6.1.2. comply with the obligations of the Beneficiary provided for in clause 4.

6.2. In the event that Autocity Cares suspends this agreement pursuant to the provisions of this clause 6, then the provisions of clauses 3.5 and 4.10 shall apply mutatis mutandis.

6.3. In the event that the Beneficiary challenges the cancellation or suspension by Autocity Cares of this Agreement pursuant to this clause 6, the Beneficiary shall bear the onus of proving why the Agreement should not have been suspended or cancelled, as the case may be.

6.4. The Beneficiary acknowledges by its signature hereto that the cancellation or suspension of the Agreement (as the case may be) by Autocity Cares shall cancel or suspend tickets to be sold online, the same date the cancellation or suspension became in effect and be entitled to receive the completed, signed beneficiary receipt form, within the period stipulated in clause 3.5.

6.5. Autocity Cares shall communicate the cancellation of the agreement to the third parties that oversee the compliance of this beneficiary agreement.



7. NO LIABILITY

7.1 Neither party shall be responsible for the performance of the obligations of the other during the subsistence of the Agreement; save for such activities as may from time to time lawfully be conducted for and on behalf of the Beneficiary, and those activities within the scope of the fundraising activities of Autocity Cares.

7.2 The parties agree and acknowledge that, in addition to the provisions of clause 3.2, Autocity Cares shall in no way be obligated to provide funds to the Beneficiary, neither as an agent, sub-contractor, donor or otherwise, either in respect of any obligation related by, and including but not limited to, operation of law and contract, except as provided for in this agreement.

8. BREACH

Should either party commit a breach of any provision of this agreement and fail to remedy such breach within 7 (seven) days after receiving written notice from the other party requiring him to do so; then the party aggrieved by such breach shall be entitled without further notice and without prejudice to his other rights in law (or in terms of this agreement) to cancel this agreement, or to claim specific performance of all the defaulting party’s obligations, and in either event, without prejudice to the aggrieved party’s rights to claim damages either in terms of this agreement or in law.

9. NOTICES

9.1. The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

9.1.1. Autocity Cares

Physical Address:
76 Springs Road
Nigel
1491

9.1.2. The Beneficiary

Physical Address:

Phone.
011 814 8300

Website
www.autocity.co.za

Address.
76 Springsroad
Nigel

Email. admin@autocity.co.za



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- 9.2 The parties choose as their domicilia citandi et executandi for all purposes under this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by electronic format in writing.
- 9.3 Any party may by notice to the other party change the physical address chosen as its domicilium citandi et executandi to another physical address in the Republic of South Africa or its e-mail, provided that the change shall become effective on the 7th business days from the deemed date of receipt of the notice by the addressee.
- 9.4 Any notice to a party: -
- 9.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);
- 9.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery.
- 9.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

10. GENERAL

- 10.1. This agreement constitutes the whole agreement between the parties, and no addition, variation or consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties.
- 10.2. This agreement is subject to all legislation in force and effect as at the date of signature of the party last signing this agreement.

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- 10.3. If any dispute, difference, impasse, or deadlock (“a dispute”) arises between the parties in connection with this agreement or the subject matter hereof, the parties shall attempt to agree on the appointment of an independent third party to resolve the dispute. Failing their agreement in writing as to the identity of the independent third party within 7 (seven) days of a dispute being declared, the dispute shall be referred by the parties to the MANCO of Autocity Cares, who shall appoint an independent third party to resolve the dispute, appropriate to the nature of the dispute. In each case, the independent third party shall act as an expert and not as an arbitrator and his written decision shall be final and binding on the parties.
- 10.4. The failure by any Party to enforce any provision of this agreement shall not affect in any way that Party’s right to require performance of the provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.
- 10.5. The parties agree and undertake to keep all aspects of their relationship, including, but not limited to the terms of this agreement confidential, and not to disclose any aspects thereof to any third parties, save for those express disclosures provided for in terms hereof.
- 10.6. The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of South Africa.

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THUS, DONE AND SIGNED AT _____ on this ____ day of _____ 20__.

For and on behalf of AUTOCITY CARES
Capacity:

AS WITNESSES:

1. _____
2. _____

THUS, DONE AND SIGNED AT _____ on this ____ day of _____ 20__.

For and on behalf of THE BENEFICIARY
Capacity:

AS WITNESSES:

1. _____
2. _____

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