



The House of Automotive Marvels
Connecting like-minded individuals
autowhips1@gmail.com
www.autowhips.co.za

LETTER OF CONSENT ENTERED

INTO BY

FRANCOIS SWANEPOEL of AUTOWHIPS (PTY) LTD

“Francois Swanepoel”

AND

MOTOR VEHICLE OWNER AND/OR MEMBER TO THIS ACCOUNT

WHEREBY IT IS AGREED AS FOLLOWS:

1. PHOTOGRAPH AND MOTOR VEHICLE DETAILS

- 1.1 The authorised Member to this account and/or motor vehicle owner hereby confirms that he/she is the owner of the copyright subsisting in the photographs annexed hereto marked “ANNEXURE A” and hereby grants Francois Swanepoel, the right to use such photographs on social media platforms and to transpose the photographs onto collectable printed cards for his AUTOWHIPS business.
- 1.2 The full details of the photographed motor vehicle including the make, year and model of the motor vehicle must be provided to Francois Swanepoel upon agreeing to this consent, together with the photograph to be annexed hereto. The authorised member to this account and/or motor vehicle owner warrants that such information is true and correct, to the best of his/her knowledge.

2. AUTHORISED MEMBER OF THIS ACCOUNT AND/OR MOTOR VEHICLE OWNER’S DETAILS

- 2.1 The authorised member of this account and/or motor vehicle owner hereby give consent to allow posts on social media if shared on accepting as it is not a requirement when registering.



3. WARRANTIES

- 3.1 The authorised member of this account warrants that he/s she has been authorised to use and disseminate photographs of the motor vehicle included in ANNEXURE A by the motor vehicle owner in question.

4. GENERAL

- 4.1 By Agreeing to this agreement, the authorised member of this account and/or motor vehicle owner confirms the following:

- 4.1.1 That the photograph depicted in ANNEXURE A are created as a result of the authorised member of this account and/or motor vehicle owner's own skill and effort.
- 4.1.2 That the photograph do not infringe on any third party's copyright or otherwise violate any third part statutory or common-law rights. As such, the authorised member of this account and/or motor vehicle owner indemnifies Francois Swanepoel against any claims that may arise as a result of the infringement of any third-party rights.
- 4.1.3 That the photograph are not subject to any pending and/or existing formal legal proceedings.
- 4.1.4 That any information provided to Francois Swanepoel regarding the photograph, is to the best of his/her knowledge true and correct.

- 4.2 By agreeing to this agreement, Francois Swanepoel undertakes the following:

- 4.2.1 That the photograph provided by the authorised member of this account and/or motor vehicle owner attached as ANNEXURE A will not be sold, transferred, given to any third party without prior written consent from the authorised member of this account and/or motor vehicle owner.
- 4.2.2 That Francois Swanepoel will only use the photograph for the activities mentioned in this agreement relating to the social media platforms and the printed collectable cards in respect of his AUTOWHIPS business.

5. EFFECTIVE DATE

This agreement shall be effective from the Date of Registration as member and shall remain in effect until terminated by mutual agreement by both Parties. Neither Party may assign or transfer all or any portion of this Agreement without the prior written consent of the other Party.



6. DISPUTE RESOLUTION

The Parties agree that, in the event of a dispute arising with regard to the terms and conditions of this Agreement, the Parties shall meet in good faith in an attempt to resolve the dispute. The Parties agree that, in attempting to resolve the dispute they may utilise, by mutual agreement, whatever means or methods they deem necessary in the circumstances to facilitate such resolution including, but not limited to, the appointment of a facilitator.

7. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the Parties relating to the subject matter hereof. No amendment, alteration, addition, variation or consent or cancellation of this agreement will be valid unless in writing and signed by the Parties.

8. APPLICABLE LAW

This agreement shall be governed by the Laws of the Republic of South Africa.

ANNEXURE A

NOTE TO AUTHORISED MEMBER/CAR OWNER

The authorised member/ car owner will provide Mr. Francois Swanepoel with a high-resolution photograph of the motor vehicle. The photograph must meet the following requirements.

- The photographs must only feature the motor vehicle with no car registration details and no human presence.
- The photographs must display the top, bottom and side views of the motor vehicle.
- No digital edits/ or modifications must be made to the photograph to change the appearance of the motor vehicle.