



NIFTY MEDIA

CAMPAIGN DRIVER TERMS AND CONDITIONS AGREEMENT

This Agreement governs the participation of individuals (“Campaign Drivers”) in the advertising network operated by Nifty RSA (Pty) Ltd, trading through its media division known as **“Nifty Media”**.

By registering as a Campaign Driver and accepting these Terms and Conditions through the Nifty Media online sign-up process, the Campaign Driver acknowledges that they have read, understood, and agreed to be bound by the terms outlined below.

1. DEFINITIONS

For the purposes of this Agreement:

1.1 “Nifty Media”

Refers to the media division of Nifty RSA (Pty) Ltd, responsible for managing advertising campaigns conducted through participating drivers.

1.2 “Campaign Driver”

Refers to the individual who has registered through the Nifty Media platform and agreed to participate in media activities as outlined in this Agreement.

1.3 “Campaign”

Refers to a defined advertising period during which advertising material is displayed on a delivery vehicle’s delivery box as directed by Nifty Media.

1.4 “Advertising Wrap / Cover”

Refers to branded advertising material supplied and owned by Nifty Media, designed to cover or wrap a delivery box used by the Campaign Driver.

1.5 “Evidence Upload”

Refers to photographic or video proof submitted by the Campaign Driver through the platform link provided by Nifty Media to demonstrate campaign compliance.

2. RELATIONSHIP BETWEEN PARTIES

2.1 Campaign Drivers participate in Nifty Media campaigns independently while continuing their normal delivery operations with third-party delivery platforms or providers.

2.2 Campaign Drivers acknowledge that their primary operational relationship remains with their respective delivery platform or employer.

2.3 Nothing in this Agreement creates:

- an employment relationship
- a partnership
- an agency relationship

between the Campaign Driver and Nifty Media.

2.4 Campaign Drivers participate voluntarily as independent participants in the Nifty Media advertising network.

3. CAMPAIGN PARTICIPATION REQUIREMENTS

3.1 Campaign Drivers agree to participate in media activities conducted during their normal delivery operations.

3.2 Campaign participation requires the Campaign Driver to allow their delivery box to be covered with advertising material supplied by Nifty Media.

3.3 The advertising wrap or cover shall remain attached to the delivery box for the full duration of the campaign unless otherwise instructed by Nifty Media.

3.4 Campaign Drivers must attend a designated campaign commencement meeting at a location and time communicated by Nifty Media to allow installation of the advertising wrap.

3.5 Campaign Drivers must attend a designated campaign completion meeting to return the advertising material upon completion of the campaign.

3.6 Failure to attend required campaign meetings may result in removal from the campaign or reduction in compensation.

4. OWNERSHIP OF ADVERTISING MATERIAL

4.1 All advertising wraps, covers, branding materials, and related assets remain the exclusive property of Nifty Media.

4.2 Campaign Drivers may not:

- modify
- damage
- remove
- alter
- transfer

any advertising material without written authorization from Nifty Media.

4.3 Advertising content is determined by Nifty Media and its advertising clients.

4.4 Campaign Drivers have no rights, ownership, or intellectual property interest in any advertising material used in campaigns.

5. DRIVER RESPONSIBILITIES

Campaign Drivers agree to the following responsibilities:

5.1 Ensure the advertising wrap remains securely attached and visible on the delivery box throughout the campaign.

5.2 Operate their delivery vehicle in a responsible and lawful manner at all times.

5.3 Maintain the advertising material in reasonable condition for the duration of the campaign.

5.4 Upload visual compliance evidence at the frequency required by Nifty Media.

5.5 Monitor communications and upload links provided by Nifty Media and ensure compliance uploads are submitted on time.

6. EVIDENCE UPLOAD REQUIREMENTS

Campaign Drivers must submit photographic or video evidence according to campaign requirements.

Evidence must meet the following criteria:

- 6.1 Images or videos must be clear and of good quality.
 - 6.2 The full delivery box displaying the advertising wrap must be clearly visible.
 - 6.3 The delivery box must be attached to the delivery vehicle.
 - 6.4 The delivery vehicle registration number / number plate must be visible in the image.
 - 6.5 Evidence must represent the current day's activity.
 - 6.6 The same photograph may not be reused on multiple days.
 - 6.7 Failure to provide valid evidence may result in the upload being rejected for compliance purposes.
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7. COMPLIANCE MONITORING

- 7.1 Nifty Media monitors evidence submissions to determine driver compliance.
 - 7.2 Each driver's compliance is calculated based on the percentage of required evidence uploads submitted during the campaign period.
 - 7.3 Nifty Media will provide Campaign Drivers with weekly compliance reports indicating their current compliance status and estimated payout.
 - 7.4 Drivers are responsible for reviewing their compliance status and maintaining sufficient uploads to qualify for compensation.
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8. DRIVER COMPENSATION

- 8.1 Campaign Drivers may receive compensation for participation in campaigns.
- 8.2 The maximum compensation payable is **R1,000 (One Thousand Rand) per calendar month.**
- 8.3 Compensation is calculated proportionally based on the driver's evidence upload compliance.

Example:

If a driver completes **100% of required uploads**, the driver may receive the full **R1,000**.

If a driver completes **50% of required uploads**, the driver will receive **50% of the maximum payout**, equal to **R500**.

8.4 Compensation is calculated as follows:

Driver Compliance Percentage × R1,000 Maximum Monthly Payment

8.5 If no valid evidence uploads are submitted during a campaign period, **no payment will be made**.

8.6 Compensation will never exceed **R1,000 per driver per month**, regardless of campaign duration or activity.

8.7 Payments are processed **monthly on the first working day of the new calendar month**.

9. PAYMENT DETAILS

9.1 Campaign Drivers must provide accurate banking details when registering with the Nifty Media platform.

9.2 Nifty Media will not be responsible for failed or delayed payments caused by incorrect banking information.

9.3 Drivers are responsible for updating their banking information when necessary.

10. DRIVER CONDUCT

Campaign Drivers agree that they will not:

- damage or misuse advertising materials
- engage in fraudulent evidence uploads
- manipulate or falsify compliance submissions
- misrepresent campaign participation

Any such conduct may result in immediate removal from campaigns and termination of participation in the Nifty Media network.

11. NON-CIRCUMVENTION AND CLIENT PROTECTION

11.1 Campaign Drivers acknowledge that advertising clients participating in campaigns are introduced and managed exclusively by Nifty Media.

11.2 Campaign Drivers agree that they will not, directly or indirectly:

- approach
- solicit
- negotiate with
- contract with
- or provide advertising services to

any advertising client introduced through the Nifty Media network without the prior written consent of Nifty Media.

11.3 This restriction applies during the Campaign Driver's participation in the Nifty Media network and for a period of **24 months after the driver's last participation in any Nifty Media campaign.**

11.4 Any breach of this clause may result in immediate termination from the Nifty Media network and may result in legal action.

12. IMAGE AND MEDIA USAGE CONSENT

12.1 Campaign Drivers acknowledge that photographic and video evidence uploaded during campaigns may contain images of the driver, the delivery vehicle, and the advertising material.

12.2 By submitting evidence uploads, Campaign Drivers grant Nifty Media a **non-exclusive, royalty-free, perpetual right** to use such images or videos for the following purposes:

- campaign performance reporting to advertising clients
- internal compliance monitoring
- marketing and promotional materials
- case studies and portfolio presentations
- website or social media content showcasing campaign execution

12.3 Nifty Media will not sell or distribute such images to third parties outside of campaign reporting or promotional use related to the Nifty Media business.

12.4 Drivers acknowledge that advertising clients may view uploaded evidence for the purpose of verifying campaign performance.

13. LIMITATION OF LIABILITY

13.1 Nifty Media shall not be liable for:

- accidents
- injuries
- damages
- losses

arising from the Campaign Driver's delivery operations.

13.2 Campaign Drivers participate in campaigns at their own risk while conducting their normal delivery activities.

13.3 Nifty Media is not responsible for any disputes between Campaign Drivers and third-party delivery service providers.

14. TERMINATION OF PARTICIPATION

Nifty Media reserves the right to terminate a Campaign Driver's participation at any time for reasons including but not limited to:

- repeated non-compliance
- fraudulent evidence submissions
- breach of these Terms and Conditions
- misconduct or misuse of advertising material

15. DATA AND PRIVACY

Campaign Drivers acknowledge that personal information provided during registration will be collected and processed by Nifty Media for operational purposes in accordance with the **Protection of Personal Information Act**.

Such information may include:

- personal identification details
- contact information
- banking details
- campaign compliance records

Nifty Media will take reasonable steps to protect such information.

16. AMENDMENTS

Nifty Media reserves the right to update or amend these Terms and Conditions at any time.

Updated terms will be communicated through the Nifty Media platform or via email.

17. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of **South Africa**.

18. ACCEPTANCE OF TERMS

By completing the driver registration process and selecting the acceptance checkbox on the Nifty Media platform, the Campaign Driver confirms that:

- they have read these Terms and Conditions
- they understand their obligations
- they agree to participate in accordance with this Agreement.