

Competition and Promotion terms and conditions

- To be eligible for the competition, participants or entrants must reside in the Republic of South Africa, unless otherwise stated;
- The deadline or period for the competition or promotion is clearly stated on in-store POS material for each competition or promotion. No entries will be accepted after that date;
- Any requirements to be eligible for the competition in addition to the terms and conditions listed in this section will be clearly stated for each competition;
- The outcome of the competition is subject to the decision of the judge, photographer or organiser of the competition, whose decision is final, and no negotiations and or correspondence will be entered into after the fact;
- By participating in the competition, you agree to release and hold TOTAL South Africa harmless from any and all losses, harm, damages, rights, claims and actions of any kind in connection with the competition, promotion or special offer or resulting from the participation in any competition or acceptance, possession, use or receiving of any prize, including, without limitation, personal injuries, death and property damage, and claims based on publicity rights, defamation or invasion of privacy;
- TOTAL South Africa reserves the right, in its sole discretion, to cancel or suspend any competition or promotion;
- In the event where a competition or promotion is cancelled or suspended, all participants or entrants agree to waive any rights that they may have in terms of the competition and acknowledge that they have no recourse against TOTAL South Africa, their employees, agents, partners, suppliers, sponsors or promoters;
- The agreement or transaction entered into, or payment made by or under it, would not give rise to any legal relationship, rights, duties or consequences whatsoever, nor will be legally enforceable, nor the subject of litigation, but all such arrangements, agreements and transactions would be binding in honor only;

- The prize winner will be notified via email or telephone call and information could be published on the TOTAL South Africa web-site;
- Only one participant or entrant per household is entitled to winning one prize;
- If the prize is not claimed within 30 days of the prize-winner being announced, the winner forfeits the prize and TOTAL South Africa reserves the right to redistribute or dispose of the prize at its discretion;
- Prizes may not be exchanged for cash or any other prize, nor are they transferable;
- Participants or entrants must have attained the age of eighteen (18) at the time of the competition, unless otherwise stipulated;
- TOTAL South Africa reserves the right to limit the number of entries made by any one participant or entrant for a competition;
- Where public draws take place participants or entrants will forfeit their participation in the competition if they fail to attend the draws, unless specified otherwise;
- No member of TOTAL South Africa and / or any of their affiliated companies or agencies, and members of their immediate family; nor members of the sponsors of any competition, or any of their affiliated companies or agencies, and members of their immediate family, may enter any of the competitions offered partly or in whole by TOTAL South Africa;
- TOTAL South Africa and its sub-contractors are not responsible for lost, delayed, misdirected, unintelligible or incomplete electronic mail, telephone, electronic hardware and software program, network, internet and computer malfunctions, failures and difficulties, errors in transmission or any condition caused by events beyond the control of TOTAL South Africa which may cause the competition to be disrupted or corrupted;
- Winners of specific competitions accept that certain other conditions may apply as prescribed by TOTAL South Africa or the respective sponsor of the specific competition or promotion;
- Subject to sponsor conditions or other agreements, TOTAL South Africa undertakes to deliver prizes to respective winners only where such winners are located and reside within the geographical area defined by the

specific competition. Winners resident or located anywhere outside of the defined area will be accountable for any costs incurred by the collection or receiving of any prize/s that they have won;

- The participants or entrants entering or taking part in the competition authorise TOTAL South Africa to publish or distribute any or all the details of the participant or entrant and or to take pictures of the participant or use the participant's details or photographs in any advertising or promotional material without any liability on the part of TOTAL South Africa and or remuneration due to the participant or entrant;
- Any violation or attempt to violate any of the above terms and conditions will result in the immediate disqualification of the participant or entrant;
- By participating in any competition hosted partly or in whole by TOTAL South Africa, participants further agree to be bound by TOTAL South Africa web-site Terms and Conditions;
- TOTAL South Africa shall not be liable for the sale of items or services at lower prices if such prices were increased and users or purchasers could not, for any reason whatsoever, conclude an agreement of sale while such prices remained lower;
- TOTAL South Africa reserves the right to change the pricing at any time, or retract any offering made on this site or in writing;
- Any offering made on this site is subject to approval and confirmation by TOTAL South Africa;
- TOTAL South Africa will not be held responsible for any mistakes or discrepancies contained in any special offer;
- Any terms and conditions relevant to any special offer, promotion or competition may not be amended except by publication on this web site or in terms of a written agreement signed by TOTAL South Africa.