

# TOTAL SOUTH AFRICA (PTY) LTD

## PROMOTIONAL COMPETITION TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1. This Promotional Competition is conducted by Total South Africa (Pty) Ltd, Registration No. 1954/003325/07, a company incorporated in the Republic of South Africa and having its registered address at Total House, No. 3 Biermann Avenue, Rosebank, 2196, South Africa (“TSA”), in association with all parties listed in Item 1 of the Schedule attached hereto (collectively referred to as “the Promoter”).
- 1.2. Any person who enters the Promotional Competition (“the Participant”) acknowledges that the terms and conditions set out herein shall be binding on them, and further, that the Promotional Competition shall be subject to the provisions of the Consumer Protection Act No. 68 of 2008 (“the Act”).
- 1.3. Any person who is a director, member, partner, employee or agent of, or a consultant to the Promoter, or any person who directly or indirectly controls or is controlled by the Promoter, or a supplier of goods and services in connection with this Promotional Competition, is disqualified from participating in this Promotional Competition (“Disqualified Persons”).
- 1.4. It is specifically recorded that this Promotional Competition is not dependent on the purchase of any petroleum products.

### 2. RULES OF PROMOTIONAL COMPETITION

- 2.1. The Promotional Competition shall commence on the date stipulated in Item 2 of the Schedule, and shall end on the date stipulated in Item 3 of the Schedule, both days inclusive.

- 2.2. To participate in the Promotional Competition, the Participant must be a citizen or a permanent resident of South Africa, be in possession of a valid South African Identity Document and/or Passport, and must be 18 years or older as at the date on which the Participant enters the Promotional Competition or, if a minor, must be assisted to the extent necessary by a parent and/or a legal guardian.
- 2.3. To enter the Promotional Competition, the Participant must purchase an item as more fully described in Item 4 of the Schedule (“the Participating Products”).
- 2.4. The Participants stand a chance to win the prizes as set out in Item 5 of the Schedule.
- 2.5. Participants may enter the Promotional Competition as many times as they wish, provided that they purchase the Participating Products each time, and retain their till slips for each purchase, for verification purposes.
- 2.6. Participants are only eligible for one prize under this Promotional Competition, and only one winner per household is entitled to win a prize.
- 2.7. In addition to the above, Participants may not enter this Promotional Competition or be a winner if they have won a competition promoted by the Promoter (either jointly or separately from each other) within the past six (6) months.
- 2.8. Prizes are not transferrable, and may not be deferred, changed or exchanged for any other item or cash.
- 2.9. The Promotional Competition shall be subject to the additional terms and conditions as stipulated in Item 6 of the Schedule.

3. **SELECTION OF WINNER/S AND CLAIMING OF PRIZES**

- 3.1. Participants to whom prizes will be awarded will be selected through a random draw, which draw will be conducted in the presence of an external auditor in compliance with the Act.
- 3.2. The draw/s will take place as more fully described in Item 7 of the Schedule, which details are subject to change without notice to the Participants.
- 3.3. Winners will be contacted in the manner as outlined in Item 8 of the Schedule.
- 3.4. Should the Promoter be unable to get in touch with the winner within the timeframe as outlined in Item 8 of the Schedule, or to complete the verification process after drawing his/her entry for any reason whatsoever, the Promoter reserves the right to disqualify such winner, and in such instance, proceed with the draw of a replacement winner.
- 3.5. Should a Participant win a prize, the Participant undertakes to expeditiously do all things necessary to enable the Promoter to comply with all of its obligations in terms of the Act, including but not limited to, providing such personal information as may be required in order to facilitate the handing over of the prize (including providing proof of address and identity number, and signing receipt of the prize upon its delivery).
- 3.6. The Promoter will require the winner/s to complete and submit an Information Disclosure Agreement and an Indemnification, to enable the Promoters to ensure full compliance with the terms and conditions of the Promotional Competition, and the Act. Should the winner/s refuse or be unable to comply with this rule or any other rule contained herein, such winner/s will be automatically disqualified.

4. **IMPORTANT NOTICES**

- 4.1. **The Participant shall not hold the Promoter liable for any entries which are not received, whether timeously or at all, regardless of the cause thereof, and shall not hold the Promoter liable for any problems or technical malfunction of any telephone network or lines, computer online systems, service, or providers, computer hardware or software failures or malfunctions, traffic congestion (whether physical, or on the internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.**
- 4.2. **All entries which are unclear or illegible, which are submitted via an incorrect entry mechanism or contain errors or are from a Disqualified Person, will be declared invalid.**
- 4.3. **The Promoter does not make any representation or give any warranties, whether expressly or implicitly as to a prize, and in particular, without limitation, makes no representations and gives no warranty that a prize, or any aspect thereof, will –**
- 4.3.1. **meet the Participant’s requirements, preferences, standards or expectations; or**
- 4.3.2. **be satisfactory and punctual.**
- 4.4. **The Participant acknowledges that he/she shall not be entitled to claim a prize, should it be unlawful for the Promotor to supply such a prize to the Participant. Should the Participant not qualify to receive such a prize, the Participant acknowledges that he/she shall be required to forfeit it.**
- 4.5. **The Promoter reserves the right to vary, postpone, suspend, or cancel the Promotional Competition and any prizes, or any aspect thereof,**

**without notice, for any reason whatsoever. In the event of such variation, postponement, suspension or cancellation, the Participant agrees to waive any right, interest and expectations that he/she may have in terms of the Promotional Competition, and acknowledges that he/she will have no recourse against the Promoter.**


- 4.6. The Participant agrees that by participating in the Promotional Competition, and his/her acceptance and/or use of a prize, or any aspect thereof, is at his/her own risk.**
- 4.7. The Participant undertakes to sign a waiver of liability and indemnity before claiming any prize. The Promoter cannot be held responsible for any accident, injury or loss of property as a result of winning, accepting and/or utilising the prize/s won.**
- 4.8. Notwithstanding the above, all Participants and the winner/s, as the case may be, indemnify the Promoter, its advertising agencies, advisors, nominated agents, suppliers and its affiliates and/or associated companies, against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Promotional Competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter and/or use of the Prize).**

## **5. GENERAL**

- 5.1. Notwithstanding clause 2.1, as read with Items 2 and 3 of the Schedule, the duration of the Promotional Competition may be altered at the sole discretion of the Promoter. The Promoter shall have the right to terminate the Promotional Competition immediately, and without notice, for any reason beyond its control.**

- 5.2. The Participant acknowledges that the Promoter may collect, store and use (but not share) any personal information obtained by the Promotor for communication or statistical purposes. The processing of such personal information shall be subject to TSA's Privacy Policy. In the event that TSA conducts a promotional competition with associated entities, TSA cannot be held responsible for the processing activities of such associated entities, and the Participant acknowledges that he/she must acquaint him/herself with the Privacy Policy of all such associated entities.
- 5.3. The Promoter may require the winner/s to be identified and photographed, and that the photographs be published in printed media, or to appear on radio and television, or in accepting their prizes, and/or after having received prizes. The winner/s will be given the opportunity to decline to the publication of their images and to participate in the Promoter's marketing material insofar as it relates to the Promotional Competition.
- 5.4. Should any dispute arise in relation to the interpretation of the Promotional Competition and/or its terms and conditions, the Promoter's decision shall be final and binding, and no correspondence shall be entered into.
- 5.5. These terms and conditions will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
- 5.6. In the event that any of the terms and conditions contained herein are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms of these terms and conditions, which will continue to be valid and enforceable.
- 5.7. Any queries in respect of the Promotional Competition, and a copy of the Promotional Competition rules, can be found at [www.total.co.za](http://www.total.co.za), or by calling the consumer services division on 0860 111 111 between 8h00 and 16h00, throughout the period of the Promotional Competition.

## SCHEDULE

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| 1 | <b>Associated companies</b>                | Total South Africa<br><br>Dis-Chem Pharmacies  |
| 2 | <b>Commencement Date</b>                   | 01 December 2020   |
| 3 | <b>Date Promotional Competition Closes</b> | 31 December 2020   |
| 4 | <b>Participating Products</b>              | <p>Total Excellium Fuel (Petrol and Diesel)<br/>Dis-Chem Point of sales transactions</p>    |
| 5 | <b>Prizes</b>                              | <p>Prizes include the following-<br/><b>GRAND PRIZES</b><br/>5 prizes each consisting of:</p> <ul style="list-style-type: none"> <li>• <b>Fuel for a year R1000pm x 12months</b></li> <li>• <b>Dis-Chem Voucher R1000pm x 12 months</b></li> </ul> <p>Total Prize value is R24 000 per customer<br/>05 customers stand a chance to WIN one prize</p> |

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|   |  | <p>WEEKLY PRIZES</p> <p>2 Customers to win R5000 a week to spend at either Dis-Chem or Total</p> <p>Prize is valid for period Jan 2021 to Dec 2021</p>  |
| 6 | <p><b>Special Terms and Conditions applicable to Promotional Competition</b></p> | <p><b>Competition entry Criteria</b></p> <p>The customer must have the following:</p> <ul style="list-style-type: none"> <li>• 1 qualifying swipe/ spend of R400 or more at a Total Service Station during promo period</li> <li>• 1 qualifying shop/ spend at Dis-Chem stores for R400 or more during promo period</li> </ul> <p>Message to the consumer is:</p> <ul style="list-style-type: none"> <li>• Spend R400 at a Total Service station and R400 at Dis-Chem stores in the month of December</li> </ul> <p><b>Total Service station environment:</b> The Birthday Celebration campaign can only be earned when a customer fills up at a participating Total Service Station and NOT when purchasing in the convenience store or any other service station offers points awarded to them</p> <p><b>Dis-Chem store environment:</b> The Birthday Celebration campaign can be redeemed on Point of sales transactions only with the exclusion of Dispensary Claims,</p> |
| 7 | <p><b>Draw Details</b></p>   | <p>Winners will be selected within four weeks of the competition closure (this date is subject to change without notice).</p> <p>Entrants to whom prizes will be awarded will be selected through a random draw.</p> <ul style="list-style-type: none"> <li>• Dis-Chem and Total South Africa reserves the right to</li> </ul>  |



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|                 |   | <p>amend the terms and conditions as well as terminate the Competition at any time. In the event of such termination, all participants agree to waive any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against Dis-Chem, Total South Africa, its advertising agencies, advisors, suppliers and nominated agents.</p>   |
| <p><b>8</b></p> | <p><b><i>Procedure for contacting Winners</i></b></p> | <p>Winners will be contacted telephonically within 4 weeks of the competition closure date (this date is subject to change without notice).</p> <p>Dis-Chem and Total South Africa reserves the right to disqualify a winner if he/she does not respond to the telephone call within 24 hours of winner selection and randomly select a replacement winner from the competition entries. In such circumstances, the replacement winner shall be contacted telephonically by Dis-Chem as soon as reasonably practicable and shall be required to respond to Dis-Chem in the manner set out in such correspondence. In the event that the replacement winner fails to respond to Dis-Chem as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details a redraw will need to take place immediately</p> |