



## TOTALENERGIES MARKETING SOUTH AFRICA (PTY) LTD

### PROMOTIONAL COMPETITION TERMS AND CONDITIONS

#### 1. INTRODUCTION

- 1.1. This Promotional Competition is conducted by TotalEnergies Marketing 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 ("TMSA" and "the Promoter"), in association with all parties listed in Item 1 of the Schedule attached hereto.
- 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. DATA PRIVACY**

### Introduction

- 5.1. TMSA is committed to protecting the personal information that the Participant provides to TMSA, and in accordance with the provisions of the Protection of Personal Information Act No. 4 of 2013 ("POPI").



- 5.2. TMSA shall process all personal information in accordance with this clause 6, its privacy policy, as well as in terms of POPI.

#### Purpose of the Personal Information Collected

- 5.3. The Participants acknowledge that the various information as requested by TMSA is necessary in order to be eligible to enter the Promotional Competition.

#### Disclosure of the Participants' Personal Information

- 5.4. TMSA will not share the Participant's personal information with third parties, unless it is required to do so to give effect to the terms of this Promotional Competition.
- 5.5. In such an instance, TMSA shall ensure that it enters into an Operator Agreement with such third party, to ensure that the personal information of the Participant is protected in accordance with POPIA.

#### Protection of the Participants' Personal Information

- 5.6. TMSA has implemented appropriate technical and organisational measures to protect the Participants' personal information against accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access, and against all other unlawful forms of processing.
- 5.7. When collecting or transferring special personal information, TMSA utilises a variety of additional security technologies and procedures to help protect its information;
- 5.8. The personal information provided will be stored on computer systems located in controlled facilities which can only be accessed by a limited number of persons who have a need to know in order to



comply with the obligations in terms of this Promotional Competition.

#### The Participants' Rights

The Participants have the following rights:-

- 5.9. To be informed;
- 5.10. The right of access, allowing the Participants to request a copy of the personal information that TMSA holds about the Participants;
- 5.11. The right to rectification, whereby the Participants are permitted to request that TMSA updates the personal information that it holds about the Participants, or to correct any personal information that the Participants believe are incorrect or incomplete;
- 5.12. The right to delete, by asking that TMSA deletes personal information that it holds about the Participants, or restrict the way in which such information is used;
- 5.13. The right to withdraw consent to the processing of the personal information (to the extent such processing is based on consent); and
- 5.14. The right to object to the processing of personal information (to the extent such processing is based on consent).

#### Data Retention

- 5.15. TMSA will retain the personal information of the Participants in compliance with the Act.

#### Transfer to Other Countries

- 5.16. The Participant's personal information will not be transferred outside the borders of the Republic of South Africa.




## 6. **GENERAL**

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. These terms and conditions will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
- 6.5. 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.
- 6.6. Any queries in respect of the Promotional Competition, and a copy of the Promotional Competition rules, can be found at [www.totalenergies.com](http://www.totalenergies.com), or by calling the consumer services division on \_\_\_\_\_0860 111 111\_\_\_ between 8h00 and 16h00, throughout the period of the Promotional Competition.



**SCHEDULE**

<b>1</b>	<b>Associated companies</b>	Takealot
<b>2</b>	<b>Commencement Date</b>	1 September 2024
<b>3</b>	<b>Date Promotional Competition Closes</b>	1 December 2024
<b>4</b>	<b>Participating Products</b>	5l Quartz 9000 5l Quartz 7000 5l Ineo MC3 
<b>5</b>	<b>Prizes</b>	Stand a chance to win a R15,000 toolkit when you purchase 3 or more Participating Products
<b>6</b>	<b>Special Terms and Conditions applicable to Promotional Competition</b>	<ol style="list-style-type: none"> <li>1. The customer must retain the till slip as proof of purchase.</li> <li>2. The customer must buy 5 litre Quartz 9000 or 5 Litre Quartz 7000 or 5litre Quartz Ineo MC3 on the TakeAlot platform, retain their proof of purchase</li> </ol>
<b>7</b>	<b>Draw Details</b>	<ol style="list-style-type: none"> <li>1. The draw will take place within 30 days from the date outlined in item 3 above.</li> <li>2. The draw shall take place electronically, by way of random draw, in compliance with the Act.</li> <li>3. Winners will be shared on our Facebook platforms and on TotalEnergies website</li> </ol>
<b>8</b>	<b>Procedure for contacting Winners</b>	<ol style="list-style-type: none"> <li>1. TMSA shall contact the winner, within 7 days from date of the draw.</li> <li>2. Should the winner not answer his/her phone, or return the call within 48 hours, TMSA shall proceed to contact the next winner drawn. This process shall continue until such time as a winner responds, and the verification process has been completed.</li> </ol>



**TotalEnergies**

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