

## **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 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. 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.

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 Promotor 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 extended or curtailed 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 Promoter 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 TOTAL Customer care centre on 0860111111 between 08h00 and 16h00, throughout the period of the Promotional Competition.

## **SCHEDULE**

<b>1</b>	<b><i>Associated companies</i></b>	Publicis Vizeum Sapphire T Marc
<b>2</b>	<b><i>Commencement Date</i></b>	- 07 August 2020
<b>3</b>	<b><i>Date Promotional Competition Closes</i></b>	- 30 September 2020
<b>4</b>	<b><i>Participating Products</i></b>	- Total Quartz 9000, Total Quartz 7000, Total Quartz 5000 and Total Quartz 4x4. (500ml)
<b>5</b>	<b><i>Prizes</i></b>	<ul style="list-style-type: none"> <li>- R5000 cash weekly (1 winner each week for 8 weeks)</li> <li>- A share of R40 000 in airtime (4000 winners of R10 airtime)</li> </ul>
<b>6</b>	<b><i>Special Terms and Conditions applicable to Promotional Competition</i></b>	<ul style="list-style-type: none"> <li>- Visit a participating Total service station, purchase a 500ml of Total Quartz 9000, Total Quartz 7000, Total Quartz 5000 and Total Quartz 4x4.</li> <li>- To participate in this competition, dial *120*440# and follow the prompts.</li> <li>- Participants will be required to enter the last 4 digits of their product barcode once they have dialled *120*440#</li> <li>- Participants will be required to produce a valid till slip detailing the purchase of the relevant product with which they entered the promotion.</li> <li>- Winners are selected randomly, and consumers stand a chance to win the airtime or cash i.e. this is not a guaranteed prize.</li> <li>- Airtime prizes may only be redeemed by pre-paid account holders only.</li> </ul>

		<ul style="list-style-type: none"> <li>- For queries related to entries or prize redemptions, please email support@tmarc.co.za with subject line: Total Quartz</li> <li>- USSD cost 20c / 20sec</li> </ul>
<b>7</b>	<b><i>Draw Details</i></b>	<ul style="list-style-type: none"> <li>- The airtime prize will be an instant prize received upon entering (not guaranteed), the winner of which will be generated by an automatic computer system. The cash prize winners will be selected via a weekly audited draw by Jupicorp (PTY) LTD (T/A T MARC), and the prize money will be sent through an Electronic Funds Transfer (EFT) after the winner has been validated and till slip verified. (Jupicorp (PTY) LTD (T/A T MARC): Reg no: 2009/023775/07, Vat no: 4790255501)</li> </ul>