

BF BRANDED MARKETER SUMMER PROMOTION: R500 FUEL VOUCHER TERMS AND CONDITIONS

Please read these Terms and Conditions ("Terms") carefully. The Terms set out below apply to all participants entering the BF Branded Marketer Summer Promotion ("Promotion") conducted by BF Branded Marketer ("Promoter"). If you do not agree to be bound by all of the Terms, then please refrain from entering the Promotion. Instructions on how to enter the promotion are contained herein and all prizes form part of the Terms. Participation in the Promotion is deemed to be your acceptance of the Terms and an acknowledgement of your legal capacity to enter the Promotion. Entries not complying with any of the Terms will be invalid and be of no force and effect.

This Promotion is supported on the BF Petroleum Group Facebook Page (@BFPetroleumGroup <https://www.facebook.com/BFPetroleumGroup>) and the "www.bfgroup.co.za" website. This promotion is supported by various marketing efforts to drive awareness.

The Promoter reserves the right to amend these terms and conditions at any time during the Promotion by posting such amendments on BF Petroleum Group's Facebook page (@BFPetroleumGroup <https://www.facebook.com/BFPetroleumGroup>), and on the "bfgroup.co.za" website.

1. Eligible Contestants:
 - a. The Promotion is open to all South African permanent residents and all South African citizens over the age of 18 ("Eligible Contestants") except for Excluded Contestants. The Promotion is only taking place in the Limpopo Province of South Africa.
2. Excluded Contestants:
 - a. The Promotion is not open to the directors, the members, the business partners, and the employees of the Promoter, and the Promoter's sales agents, advertising agency staff, advisors, consultants, associated companies, and the supplier of any goods or services in connection with the Promotion, (including but not limited to Limpopo Branded Fuel Marketer (Pty) Ltd, and their employees, the participating Caltex Service Stations and the immediate family members of aforesaid persons (including, but not limited to, spouses, life partners, parents, grandparents, siblings and children), and any other person who is controlled directly or indirectly by the Promoter, as well as the associated companies of entities or persons mentioned in this clause 2, including holding companies and subsidiaries, their employees, agents, subsidiaries and consultants. The promotion is also not open to any of the Promoters' service station operators, staff and their immediate families (including, but not limited to, spouses, life partners, parents and children).
3. Duration:
 - a. The duration of the Promotion at each respective Service Station will be announced through the Promoter's Facebook Page (@BFPetroleumGroup <https://www.facebook.com/BFPetroleumGroup>).
 - b. Any entries received outside of the duration of the Promotion will be deemed invalid, will be disqualified automatically, and will not be considered.
4. Entry Conditions:
 - a. In order to enter the Promotion, an Eligible Contestant must:
 - i. Go to the respective Caltex Service Station
 - ii. Take a photo with, or next to, the branded vehicle

- iii. Post the photo on Facebook by means of commenting on the relevant post
 - iv. Data fees are charged as per the relevant networks rates
5. Number of Entries:
 - a. Eligible Contestants can enter one photo per Service Station during the promotional period, provided that each valid entry is accompanied by a photo under the comments section of the relevant Facebook post.
 - b. A winner may only win once during the promotional period.
 - c. Only photos posted during the promotional period will be validated.
 - d. Photos posted outside the promotional period, or not on the relevant Facebook post, will be considered invalid.
 - e. Multiple entries are permitted; however, each entry must be at a separate Service Station. Multiple entries of the same person will result in immediate disqualification of the extra photos.
6. Prizes:
 - a. Eligible Contestants stand a chance to win a R500 Fuel Voucher at selected Caltex Service Station in Limpopo.
7. Selection of Winners:
 - a. Winner(s) will be selected from the pool of valid entries of Eligible Contestants from the relevant Facebook post on BF Petroleum Group's Facebook page.
 - b. Winner(s) of the R500 Caltex Fuel Vouchers will be randomly selected by means of an electronic random draw.
 - c. The draws will take into consideration all entries received during the duration of the promotion, up until the next day before the next draw.
 - d. Winner(s) will be contacted through Facebook within 24-hours of winning the prize.
8. Contacting of a Winner:
 - a. The company nominated, (Scharp Communication (Pty) Ltd), will contact the potential prize Winner through Facebook.
 - b. Such person must then respond within 48-hours and will collect the Prize at the participating Caltex Service Station. The Voucher will only be valid at the selected Caltex Service Station for a duration of 6 months.
 - c. Entrants' and Winners' personal information will be handled in accordance with clause 14 below
9. Validation of a Winner:
 - a. The company nominated, and BF Branded Marketer's Regional Business Consultants' will be responsible for all Winner validation & arrangement and collection & distribution of prizes.
10. Winner Prize Redemption:
 - a. The Promoter shall not be responsible for any delay in delivery of prizes.
 - b. The Promoter reserves the right to request proof of residency address before issuing the prize. All personal information will be handled in accordance with clause 14 below.
 - c. Prizes, or any unused portion thereof, are non-refundable, non-transferable, or exchangeable and the Winner indemnifies the Promoter and its representatives against any harm in experiencing or using a prize.
 - d. The prizes are valued up to what is listed above. The Promoter accepts no responsibility for any variation in the prizes' value or the actual prizes.
 - e. The Winner(s) will be required to collect their R500 Fuel Vouchers from the Caltex Service Station, where they entered the Promotion.

- f. The travel costs that a Winner may incur to collect their prize is for their own account.

11. Forfeiture of the prize:

- a. It will be the Winner's responsibility to claim or collect the prize. If a prize has not been claimed or collected after 72 (seventy two) hours, or no reasonable effort is made on the part of the Winner to claim the prize, then the prize will be forfeited and will be allocated to a new Eligible Contestant that is selected in accordance with the provisions of the Terms. The Promoter and its promotional and advertising agents, merchandisers and organisers shall not be responsible for any decline of acceptance of prizes for any reason.
- b. The winner has 7 working days to collect the vouchers from the selected Service Station once they have been informed that they have won. Failure to claim/ collect their prize, within the given time frame, will result in the prize being forfeited and will be allocated to a new Eligible Contestant that is selected in accordance with the provisions of the Terms. The Promoter and its promotional and advertising agents, merchandisers and organisers shall not be responsible for any decline of acceptance of prizes for any reason.
- c. The prizes may not be awarded (and entries disqualified) if entry procedures or these terms and conditions have not been adhered to or if the Promoter detects and/or suspects any irregularities or fraudulent practices.

12. Limitation of Liability:

- a. If for any reason, this Promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion subject to any written directions under applicable legislation. The Promoter also reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- b. If required by the Minister of Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to terminate this promotion with immediate effect and without notice of such termination. In such an event, all Entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.
- c. The Promoter reserves the right to delete any information uploaded by a participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
- d. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the promotion and or prize/s except for any liability, which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this

promotion, if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.

- e. The Promoter will not be responsible for any travel costs that a Winner(s) may incur, when collecting the Voucher.
- f. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.

13. Promoter's Decision Final:

- a. The Promoter's decisions on all issues regarding the promotion will be final, binding and no correspondence will be entered into. The Promoter also reserves the right to:
 - i. correct any errors or omissions regarding the Promotion, including on any published material; or
 - ii. suspend or terminate the Promotion, on written notice at any time, and such cancellation or termination shall be deemed to have taken effect from the date of such notice.
- b. The Promoter's decision to disqualify an entry is final and no correspondence will be entered into.

14. Use of Personal Information:

- a. The Promoter collects personal information about entrants (including contact information) in order to contact them about the promotion and where appropriate, verify their identity to award prizes.

15. Publication of Winner(s):

- a. Eligible Contestants that are selected as Winners, consent to having their names published, subject to a right of refusal in the following media:
 - i. on the Promoter's website i.e. www.bfgroup.co.za
 - ii. via the Promoter's Social Media platforms

16. Further Participation by a Winner:

- a. The Promoter may, after a Winner has been publicly announced, request that such Winner agrees in writing or otherwise to endorse, promote and advertise the goods or services of the Promoter, at no cost or expense to the Winner subject to right of refusal. The Winner may also be required to take part in publicity campaigns for broadcasting or publishing purposes and hereby consent to having their photograph taken for all press releases and/or social media. Winners are entitled to decline the request to have their photograph taken and image used in promotional material and social media.
- b. Prize Winners, on acceptance of prizes, may be requested to be identified in publicity, broadcastings or publications with Promoter's internal or external communications including social media. Upon winning, their names (first name, last initial and town of residence) may also be announced on the BF Petroleum Group Facebook page. Winners that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise.
- c. Participants warrant that they have full rights to the content that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.
- d. Participants agree that by uploading their "images" and comments, they grant permission to the Promoter to use the images, comments or any part thereof unless specifically refused / declined consent/permission, in any and all media for the Promoter's business purposes, including promotional/marketing

purposes with no consideration payable to the participants. Such permission is perpetual and irrevocable. Participants release and agree to hold harmless the Promoter and all acting with their authority from any liability for such use and from any other claims arising from such use.

- e. Social media sites include but is not limited to, Facebook and Instagram. Original content includes but is not limited to, any piece of written content, audio or visual video or sound clips, images, photographs.
- f. If participants include any personal information of third parties in content that they upload or other information provided to the Promoter for purposes of the Promotion, they must be legally permitted to provide such information and to grant the permission referred to in clause 14, in respect of such information. Each participant indemnifies the Promoter against any losses suffered or claims made against the Promoter as a result of the participant not being legally permitted to provide such information or grant the Promoter permission to use it.
- g. Content created for the promotion may not be in any way derogatory or harmful to any party; public, entrants or promoters. Such content shall be removed and the creator banned from the site. Content which is seen to do the following shall be removed from the site and the creator will be banned: content that is perceived to be spam, the collection of personal information, content that serves a commercial purpose or content that is deemed malicious. The Promoter reserves the right to remove any such content from the site without prior warning. The Promoter reserves the right to judge these pieces of content and will use their own discretion in determining whether or not they are outside the guidelines set out in these terms and conditions.

17. Indemnification:

- a. All Eligible Contestants and Winners indemnify the Promoter, its directors, employees, contractors, advertising agencies, advisors, suppliers and agents against any risks, loss, claims or ownership arising from:
 - i. the use or disposal of the prize including, but not limited to, accident, injury, harm, or loss;
 - ii. their participation in the Promotion, including any costs associated with such participation.

18. Applicable Law and Jurisdiction:

- a. The laws of South Africa apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of South Africa.

19. Contact the Promoter:

- a. For any queries, do contact the Promoter's Customer Service Centre via email admin@bfgroup.co.za or phone 015 293 2638 during operating hours: Monday to Friday, 07h00 to 17h00, excluding Public Holidays.

**Disclaimer: The information was correct at time of publishing, but may be subject to change*