

## **CALTEX: THROUGHOUT SUMMER WE'VE GOT YOU COVERED PROMOTION TERMS AND CONDITIONS**

Please read these Terms and Conditions ("Terms") carefully. The Terms set out below apply to all participants entering the Caltex Throughout Summer, We've got you Covered Promotion ("Promotion") conducted by Astron Energy (Pty) Ltd ("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 Caltex South Africa Facebook Page (@Caltex SA - <https://www.facebook.com/CaltexSA/>), Caltex South Africa Twitter Handle (@Caltex SA - <https://twitter.com/Caltexsa>) and Caltex South Africa Instagram Page (@Caltex SA - <https://www.instagram.com/caltexsa/>), the "winwithcaltex.co.za" microsite. 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 Caltex South Africa's Facebook page (@Caltex SA - <https://www.facebook.com/CaltexSA/>), and on the "winwithcaltex.co.za" microsite.

### **1) Eligible Contestants:**

- a) The Promotion is open to all South African permanent residents and all South African citizens over the age of 18 with a valid driver's license/ temp license, ("Eligible Contestants") except for Excluded Contestants. The Promotion is only take place in the Republic 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 Astron Energy (Pty) Ltd, Caltex Branded Marketer Network and their employees, Caltex Service Stations, Orlando Pirates Football Club, Avatar Agency (Pty) Ltd, Wavemaker

Global, Standard Bank South Africa, Fresh Stop, Majang Attorneys, Sapphire Logistics (Pty) Ltd, Known Associates (Pty) Ltd, Flume Communications (Pty) Ltd 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 Promotion commences on Friday, 20 November 2020 at 00h01 and will end on Thursday, 31 December 2020 at 23h59.
- 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 Mechanism & Entry Conditions:**

- a) In order to enter the Promotion, an Eligible Contestant must:
  - i) Purchase R250.00 (two hundred and fifty rand) or more worth of Fuel at any of the Promoter's participating service stations located in the Republic of South Africa ("Fuel Transaction") within the duration of the Promotion, request their receipt and retain their receipt as proof of purchase; and enter via either of the following channels:
    - (1) USSD:
      - (a) dial \*120\*327\*7# and follow the prompts to answer & keep their receipt as proof of purchase for verification purposes. The participant will then be successfully entered into the Promotion. **Do not send an SMS to \*120\*327\*7#**
      - (b) Participants will be liable for the standard rates that apply at 20c (twenty cents) per 20 (twenty) seconds – Different networks are subject to charge different rates.
      - (c) Due to network restrictions, the USSD session will timeout after 120 (one hundred and twenty) seconds.
      - (d) Free minutes do not apply.
      - (e) Incomplete entries will be billed to the relevant service provider.

- (f) The promoter shall not be responsible for telecommunication failure on the part of the Eligible Contestant's service provider.
- (g) An Eligible Contestant must enter on a cell phone that is owned and registered to that Eligible Contestant. No other person can use another person's cell phone or cell phone number for the entry into the Promotion. If it is discovered that an Eligible Contestant has entered on a cell phone or a cell phone number that is not registered to that Eligible Contestant, he/she will automatically cease to be an Eligible Contestant, will be disqualified, and will be required to refund to the Promoter any prize(s) that such Eligible Contestant may have received from the Promoter. This is to avoid fraud and ensure compliance to the Consumer Protection Act, 2009.
- (h) An Eligible Contestant is expected to be the owner of that cell phone and no person can enter the promotion using more than one cell phone number. This is to avoid additional fraud being conducted by multiple SIM card owners.
- (i) The cell phone number is key to all entries. If an Eligible Contestant has won on a cell phone number, they cannot use another cell phone number in order to be contacted further. Eligible Contestants must enter using a phone number that is contactable during office hours i.e. 08h00 to 17h00, Monday to Friday, excluding Public Holidays.

(2) MICROSITE

- (a) By accessing [www.winwithcaltex.co.za](http://www.winwithcaltex.co.za) entrants will be directed to an online form to answer & upload their proof of fuel purchase to complete their entry.
- (b) Data fees are charged as per the relevant networks rates.
- (c) An Eligible Contestant must enter their cell phone number that is owned and registered to that Eligible Contestant. No other person can use another person's cell phone or cell phone number for the entry into the Promotion. If it is discovered that an Eligible Contestant has entered a cell phone number that is not registered to that Eligible Contestant, he/she will automatically cease to be an Eligible Contestant, will be disqualified, and will be required to refund to the Promoter any prize(s) that such Eligible Contestant may have received from the Promoter. This is to avoid fraud and ensure compliance to the Consumer Protection Act, 2009.

- (d) An Eligible Contestant is expected to be the owner of the cell phone and no person can enter the promotion using more than one cell phone number. This is to avoid additional fraud being conducted by multiple SIM card owners.
- (e) The cell phone number is key to all entries. If an Eligible Contestant has won on a cell phone number, they cannot use another cell phone number in order to be contacted further. Eligible Contestants must enter using a phone number that is contactable during office hours i.e. 08h00 to 17h00, Monday to Friday, excluding Public Holidays.

5) **Number of entries:**

- a) Eligible Contestants can enter as many times as they want during the promotional period, provided that each valid entry is accompanied by an independent proof of fuel/diesel purchase. Independent proof of fuel/diesel purchase must be obtained on the day, or day(s) prior to, which an entrant is selected as a winner to validate their entry.
- b) A winner may only win twice during the promotional period, but only win each prize once during the promotional period. A winner may not win the same prize twice.
- c) Only transactions that occurred during the promotional period will be validated. Transactions that fall outside the promotional period of 20 November 2020 - 31 December 2020 at 23h59 will be considered invalid.
- d) Multiple entries are permitted, however, each promotion entry must be for separate purchases of R250.00 or more (in a single purchase) on fuel/diesel and in accordance with entry requirements. Multiple entries of the same purchase will result in immediate disqualification.
- e) If any entry is/was made in a manner which, in the Promoter's discretion, provides the participant with an unfair advantage over other entrants, such a Participant will be disqualified from this and all future Promotions run by the Promoter.

6) **Prizes:**

Eligible Contestants stand a chance to win one of the following prizes:

<b>PRIZE</b>	<b>QUANTITY AVAILABLE DURING THE PROMOTION PERIOD</b>
FUEL CARDS (VALUED AT R500 each) <i>1 of 5 FUEL CARDS WILL BE GIVEN AWAY DAILY TO WINNERS</i>	210 x R500 Fuel Cards (Total valued at R105 000)
1 of 12 2021 VW POLO NF 1.0 TSI TRENDLINE (Manual)  COLOURS MAY VARY	Estimated Retail value between R246 608 - R247 130

7) **Selection of a Winner:**

- a) Winner(s) will be selected from the pool of valid entries of Eligible Contestants.
- b) Winner(s) of the R500 Caltex Fuel Vouchers will be randomly selected by means of an electronic random draw daily for the Duration of the Promotion.
- c) Winner(s) of the 2021 VW Polo NF 1.0 TSI Trendline (Manual), will be randomly selected per region by the means of an electronic random draw at the end of the Promotion. The draw will take place on Monday, 04 January 2021.
- d) The draws will take into consideration all entries received on the day on which the last draw was conducted, up until the day before the next draw.
- e) Winner(s) will be contacted via telephone within 14 working days of the draw date, to verify their contact details. The organisers will endeavour to contact Winners post final prize selections.
- f) A potential prize Winner is not an actual Winner, until his/her status as an Eligible Contestant is confirmed, their entry submission is validated and his/her qualifying documents (including proof of the Fuel Transaction) are completed and submitted to the Promoter or someone nominated by the Promoter.
- g) The Winners will be required to provide a copy of his/her Drivers or Learners License as well as their proof of fuel purchase. They will need to verify that the location of the Caltex Service Station at which they fuelled up corresponds with the Caltex site details reflected on the receipt, as well as the Province and Town/ City entered during the entry process. If these detail do not match, the winner will be disqualified.  
*(EXAMPLE: You may have fuelled up and entered more than once, in more than one Province, if the entry selected via the random draw states you fuelled in the Western*

*Cape, Bellville and these are the details you used to enter the competition. You will be required to show the receipt that matches the details of this entry)*

If the Winner fails to provide requested documentation within 48 hours (2 days) from being requested to do so, the Winner will forfeit the prize and shall have no claim against the Promoter.

8) **Contacting of a Winner:**

- a) The company nominated, (Known Associates (Pty) Ltd), by the Promoter will contact a potential prize Winner by telephone ("Telephone Call") to the cell phone number used to enter the promotion by that potential prize Winner.
- b) Such contacted potential prize Winner, will then be required to provide proof of the Fuel Transaction, a copy of their ID, valid driver's license/ temporary driver license and a Winners release form (which will be provided by the company nominated by the Promoter) within 48 hours from receiving the Telephone Call by the company nominated by the Promoter, failing or refusing to do so for any reason, the potential Winner will be deemed to have rejected the Prize and it shall revert to the Promoters.
- c) The Organisers will endeavour to contact a Winner once every day for 3 consecutive working days after their name is drawn and entry has been finalized and leave a voice message (if possible to do so), in order to verify their details. However, if the Winner cannot be reached and does not return the call within 24 hours of the last voice message being left, on the third working day of attempting to contact a Winner, the prize will be forfeited and another Winner will be selected in accordance with the provisions of the Terms and conditions hereto.
- d) Entrants' and Winners' personal information will be handled in accordance with clause 14 below.

9) **Validation of a Winner:**

- a) The company nominated, (Known Associates (Pty) Ltd) by the Promoter 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 or failure of safe delivery of prizes.

- b) The Promoter reserves the right to request proof of residency address (to the Promoter's satisfaction in its discretion) 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) of the 2021 VW Polo NF 1.0 TSI Trendline(Manual), will be required to collect their vehicle from the Caltex Service Station or VW dealership within the province/ town in which they entered from within 20 working days,  
(EXAMPLE: You may have fuelled up and entered more than once, in more than one Province, *if the entry selected via the random draw states you fuelled in the Western Cape, Bellville and these are the details you used to enter the competition. You will be required to show the receipt that matches the details of this entry*)
  - i) The travel costs that a Winner may incur to collect their prize is for their own account.
  - ii) The winners will be required to attend to the registration of the motor vehicles at their own cost.
  - iii) The Promoter will arrange only 1-month insurance from 01 January - 31 January 2021. The winners will be responsible for insuring the motor vehicle, at the winners own costs, upon receipt from the Promoter.
- f) Petrol Cards will be sent to the potential prize Winners' respective delivery address within 15 working days, once the verification process has been completed.

11) **Forfeiture of the prize:**

- a) The courier will attempt to deliver the fuel card prize twice. If the delivery is unsuccessful, the prize will be returned, and 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 of it being returned to the Promoter by a Winner, 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 of the vehicle has 20 working days to collect the vehicle from address provided by the Promoter 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) The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion.
- c) 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.



- d) 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.
- e) 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, including without limitation, technical malfunctions or failures or warranties (including warranties and functionalities of the prizes).
- f) The Promoter will not be responsible for any travel costs that a Winner(s) may incur, when collecting the 2021 VW Polo NF 1.0 TSI Trendline(Manual), from the relevant region.
- g) 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 identification, contact and address information) in order to contact them about the promotion and

where appropriate, verify their identity to award and deliver prizes. Personal information will be handled in accordance with the Promoter's Privacy Statement available at <https://www.caltex.com/za/privacy-statement.html> and may be used for other purposes as set out in the Privacy Statement.

- b) Entrants who opt-in to receive future communications from The Promoter will also be contacted for future promotions and communication related to The Promoter.

**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. [winwithcaltex.co.za](http://winwithcaltex.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 Caltex 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, Twitter, Instagram, YouTube. 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;

- iii) any subsequent transfer or exchange of the prize; and/or iv. any lawful cancellation or termination of the promotion or the correction of any errors or omissions within the Duration of the Promotion.
- iv) The winners will be responsible for insuring the motor vehicle upon receipt from the Promoter.

18) **Applicable Law and Jurisdiction:**

- a) Independent registered auditors and/or attorneys will oversee this Promotion.
- b) 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:** For any queries, do contact the Promoter's Customer Service Centre via email [zaservice@astronenergy.co.za](mailto:zaservice@astronenergy.co.za) or phone 086 030 0860 during operating hours: Monday to Friday, 07h00 to 17h00, excluding Public Holidays.

*\*Disclaimer: Information was correct at time of publishing but may be subject to change.*