bpSA Cycle 5 Promotion South Africa

Terms & Conditions

The terms and conditions set out below ("**Terms and Conditions**") apply to the **bpSA cycle 5 promotion** ("**Promotion**") being run and administered by bp Southern Africa (Proprietary) Limited ("**Promoters**" or "**us**" or "**we**" as the context requires) with its registered address at 199 Oxford Road, Oxford Parks, Dunkeld, 2196.

These Terms and Conditions ("**Terms**") will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials.

Prize redemption instructions are deemed to form part of the Terms and Conditions. By entering this Promotion, you are deemed to be a participant (hereinafter referred to as "**you**" or "**Participant**") and all Participants will be deemed to have accepted and shall be bound by these Terms, which may be amended, supplemented, varied or novated, from time to time.

These Terms apply to Participants in the Republic of South Africa ("Territory").

Eligibility

- 1. The Promotion is only valid in the Territory and is open only to natural persons ("Participants").
- 2. Participants must be at least **18** (eighteen) years of age and South African residents.
- 3. By participating in the Promotion, a Participant agrees to be bound by the Terms set out herein. Eligibility is for qualifying natural persons described above. Juristic persons and artificial Persons (whether incorporated or otherwise) are not eligible to be Participants.
- 4. The Promotion is not open to employees, consultants, contractors, or agents of the Promoter or any of its Affiliates, their families or anyone else professionally associated with the Promotion. For the purpose of these Terms, "Affiliate" of the Promoter shall mean the Promoter's parent undertaking or its subsidiary undertaking or a subsidiary of its parent undertaking or any other person controlled by or under the same control either directly or indirectly.

Privacy

- 5. By participating in the Promotion, the Participant agrees to the processing of Personal Information and Privacy Policy provided [<u>https://www.bp.com/en_za/south-africa/home.html</u>], and all its amendments thereto. "Personal Information" means information relating to an identifiable, living, natural person as defined in POPIA; and "POPIA" means the Promotion of Personal Information Act, 4 of 2013.
- 6. The Participant consents to provide the Promoter with the relevant Personal Information required in order to enter the Promotion as well as allow the Promoter to share the Personal Information with the designated third parties.
- 7. Participation in the Promotion constitutes acceptance of the Terms. All information relating to this Promotion and published on any promotional material will form part of the Terms..

8. The Promoter has the right, in its sole and absolute discretion to change the Terms of the Promotion without prior notification to the Participants. The Participants shall have no recourse against the Promoter for any such change of the Terms.

Duration

9. The Promotion will run from 28 August 2024 at 00h00 and end on 01 December 2024 at 00h00 ("**Promotion Period**"). Entries before or after the Promotion Period will not be eligible or qualify for entry and will not be accepted..

10. Qualifying criteria

<u>Win -a-car:</u>

A Participant must purchase, during the Promotion Period; in a single transaction, at any participating Wild Bean Café or bp Express store in the Territory ("**Participating Stores**"), any qualifying promotional items and/or combination ("**Qualifying Goods**"), to a minimum value of R60 (sixty Rand) or, purchase, during the Promotion Period.

11. Entry criteria

- 11.1. To enter the promotion, the participant must; scan the QR code located on-site and on the promotional leaflets, or WhatsApp "Hi" to 067 498 4226; and follow the prompts to complete a once off registration and submit a picture of their valid unique till slip.
- 11.2. complete a new purchase within the values defined in clause 10 and follow the steps in clause 11, for each new entry submitted on WhatsApp.
- 11.3. enter using the cell phone number that is owned and registered to that Participant. No person can use another person's cell phone or cell phone number for entry into the Promotion. If it is discovered that a Participant has entered a cell phone number that is not registered to that Participant, he/she will automatically be disqualified, and will be required to refund to the Promoters any Prize(s) that such Participant may have received from the Promoters.
- 11.4. not enter the Promotion using more than one cell phone number. This is to avoid additional fraud being conducted by multiple SIM card owners; and
- 11.5. enter using a phone number that is contactable during office hours (i.e. 08h00 to 17h00, Monday to Friday, excluding Public Holidays).

12. By participating in the Promotion and following the steps set out in clause 10 and 11, you stand a chance to win a new Suzuki Fronx SUV, valued at R298,000 (two hundred and ninety-eight thousand Rands. The following shall apply to the Promotion:

12.1. Prize and draw.

12.1.1. Win a car promotion

- 12.1.1.1. 1 (one) Suzuki Fronx SUV "Vehicle", valued at approximately R289,000.00.
 - 12.1.1.1.1. The color of the vehicle may differ from promotional material based on stock availability at time of purchase.
 - 12.1.1.1.2. The prize includes licensing and registration.
 - 12.1.1.1.3. The prize does not include insurance.
 - 12.1.1.1.4. The vehicle will be awarded to the winner with a roadworthy certificate in place, no older than 3 months from date of certification.
 - 12.1.1.4.1. Based on the location of winner, and stock availability, delivery will take place within 90 days from winner verification but is dependent on Stock availability from the closest dealership and/or Manufacturer stock availability.
 - 12.1.1.1.5. In the event that stock is not available, delivery will take place against the dealership and manufacturer supplied timelines, at the time of purchase.
 - 12.1.1.1.6. The color of the vehicle can't be guaranteed.
 - 12.1.1.1.7. The winner will be required to collect the vehicle directly from a specified dealership near their location, as specified by the promoter.
 - 12.1.1.1.8. The winner will be required to work with the promoter leading up to collection of the vehicle, to arrange all paperwork and licensing.
 - 12.1.1.1.9. At the time of acceptance of ownership of the vehicle, the onus is on the winner to put in place all necessary insurance required.
 - 12.1.1.10. The prize does not include any insurance, storage or costs related to use of the vehicle.
 - 12.1.1.11. The winner, upon acceptance of the vehicle, will accept the vehicle Voetstoots, and indemnify the promoter and its associated companies (directors, officers and employees) agents and suppliers, against claims for damages in respect of any defects on the vehicle, whether patent or latent.
- 12.1.1.2. The vehicle will be awarded by means of an audited computerized random draw, held in the presence of a certified auditor, and with the results of such draw being capable of being audited at any time to verify its randomness and accuracy.
- 12.1.1.3. The draw will be held no later than 18 December 2024.
- 12.1.1.4. Following the draw, the potential winner will be notified via SMS, once their till slip has been verified.
- 12.1.1.5. The potential winner will be sent an SMS containing a link to a winner verification form on WhatsApp, and they are required to complete the form within 48 hours of receipt, for final verification, before they can be confirmed as a winner. Any potential winner who fails to complete the form within 48 hours will forfeit their chance and will

be replaced by a potential standby winner. This is to ensure that Prizes are awarded timeously.

- 12.1.1.6. A potential Prize winner is not an actual Winner, until his/her status as a Participant is confirmed, his/her entry submission is validated and his/her qualifying documents (including proof of the purchase, ID number, Delivery address, Email, Name and Surname), are completed and submitted to the Promoters within the time period required by the Promoters as stipulated in clause 12.1.1.6.
- 12.1.1.7. Upon submission of their verification form, potential winner will be validated and will receive an SMS within 7 working days after submission of the verification form, confirming if they are verified or have forfeited, with the SMS sent to the cell phone number used during entry to the Promotion.
- 12.1.1.8. If the Promoters are unable to reach any person after 3 (three) SMS attempts or complete the verification process after drawing his/her entry for whatsoever reason, such person will be disqualified, and the draw of a replacement entry shall take place.
- 12.1.1.9. At the time of acceptance of the vehicle, the winner must have in their possession a valid South African driver's license, or have a nominated person with them, who has a valid license, to accept the vehicle and transfer of ownership.

12.1.1.10. Prizes may not be exchanged for cash.

- 13. The Participant acknowledges that separate terms and conditions may apply to the Prize, which terms and conditions could deal with issues such as the use of the Prize and the period of validity thereof and that prizes may differ from the posters and marketing point of sale elements.
- 14. The winner will be required to produce proof of identity during the validation process and upon receipt of their Prize. Failure to do so will result in a forfeit. The Winner may not change their details, address, or personal information once it has been submitted and prior to receiving the Prize. Any attempt to do so will result in a forfeit.
- 15. The Promoters may require the winner to be identified, photographed and the photographs published in social media, printed media, or to appear on radio and television when accepting their Prize and/or after having received their Prize. The winner will be given the opportunity to decline the publication of their images and to participate in the Promoters' marketing material in so far as it relates to the Promotion.
- 16. In relation to the Promotion and entries received during the Promotion Period: i) a unique cell phone number may only win once; ii) a unique user may only win once; iii) only one person per family may win; iv) only one person per fixed abode or household may win; and v) a unique till slip may only be used once for entry.

- 17. No responsibility will be accepted by the Promoters, their associated companies (their directors, officers and employees), agents and suppliers, for any Free products or Prizes which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.
- 18. As far as the law allows, all Participants indemnify the Promoters and its associated companies (directors, officers and employees) agents and suppliers, against any / all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Promotion and/or any receipt of and/or use of a Prize.
- 19. By taking part in this Promotion, Participants hereby warrant that all information submitted to the Promoters is true, current and complete.
- 20. The Promoters may decline to award a Prize if there is a reasonable suspicion of any irregularities or fraudulent activities.
- 21. As far as the law allows, all warranties and representations concerning the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
- 22. As far as the law allows, the Promoters shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoters will pay. The Participant is responsible for (i) any and all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the Participant's participation in the Promotion, or from the acceptance, receipt, use or enjoyment of any Prize. Without limiting the rest of this clause 22, the Participant will be responsible for the cost of submitting proof of purchase and entering the Promotion and any data charges that apply, as per the tariff rates charged by the Participant's mobile network provider.
- 23. The Promoters reserve the right to terminate the Promotion immediately and without notice, if circumstances beyond the Promoters reasonable control prevent the Promoters, their associated companies (directors, officers and employees) agents and suppliers, from continuing to conduct the Promotion. In the event of such termination, as far as the law allows, all Participants acknowledge that they will have no recourse against the Promoters, their associated companies (directors, officers and suppliers, in respect thereof.
- 24. As far as the law allows the Promoters, their associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a Participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
- 25. The Promoters adhere strictly to POPIA regulations. By submitting personal information in connection with your entry, you are agreeing to the Promoters' Privacy Policies (available on the website https://bit.ly/bpprivacy) and these terms and conditions. You further accept and understand that, for the purposes of this Promotion, we will store, process and use your details for the purpose of

processing your participation in the Promotion, communicating with you and to send you communication for promotional purposes in respect of the Promoters' products (including publishing entries or posts received on the Promoters' websites, Facebook, Twitter, Instagram or other social media platforms), and to perform such activities which flow from the receipt of your entry for statistical, market and product research purposes only.

- 26. Prizes are not transferable. No cash or alternatives will be offered for the Prize in whole or in part. The winner accepts the Prize at their own risk. In the event of unforeseen circumstances, the Promoters reserve the right, at its sole discretion, to substitute the prize with a Prize of the same or greater value than the Prize value set out in clause 11.
- 27. These Terms and Conditions shall be governed by the laws of South Africa.
- 28. 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.
- 29. The Promoters' decision is final, and binding and no correspondence will be entered into.
- 30. If you require any help or have any enquiries in respect of the Promotion, please use the email address: <u>helpdeskmailbox@bp.com</u>
- 31. Participating combos for this promotion include:

bp Express combos	Price point
2 x 145g Doritos	R45,50
2 x 500ml Pepsi range	R20,50
1 x 80g Cadbury Slab	R23,00
or 2 x 80g Cadbury Slabs	R45,00
2 x 750ml Bonaqua Pump	R28,00
or 4 x 750ml Bonaqua Pump	R55,00
1 x 1L Rhodes Fruit Juice	R32,50
2 x 1L Schweppes range	R35,50
2 x 120g Willards Crinkle Cut	R41,00
1 x 90g/100g Jumpin Jack + 1 x 80g Cadbury Slab + 1 x 1.5L Coca-Cola	R68,50
1 x 125g Ola choc & vanilla cup + 1 x 36g Lays	R23,00
2 x 40g/41.5g/42g/52g Nestlé Countlines	R26,00
2 x 440ml/500ml Power Play	R27,50
2 x 50g/60g Mister Sweet prepacks	R25,00
1 x 300ml Super M + 1 x 36g Simba	R23,00
1 x 500ml Tropika + 1 x 45g Doritos	R28.00
2 x 90ml Cadbury Hazelnut Stick/Cadbury Dairymilk Stick/Cadbury Crunchie Stick/ Oreo Stick	R56.00
2 x 300ml Coca-Cola range	R24.50
1 x 440ml Energade Boost + 1 x 40g/47g Jungle Energy Bar	R25.00
2 x 1L/1.5L Valpré	R35.00
2 x 500ml aQuellé flavoured water	R18.50
2 x 500ml Wild Bean Café Water	R18.00
1 x 5L Wild Bean Café Water	R26.00
1 x 4kg bp Express briquettes + 1 x 200g bp Express firelighters	R79.90
1 x 500ml Reboost + 1 x 84g Bar One/70g Smarties/58g Tex	R26.50

Combos - Wild Bean Café at bp Express	Price point
More Everyday Amazing (300/330ml Can Coke or Sausage Roll)	R38,90
4 Wings + Medium Chips + 250ml Red Bull	R69.90
Classic Pie 250ml Red Bull	R47.90
Every Day is Wing Day	R79.90
Pie Day Every Day	R52.90
quarter Chicken & Med Chips- P	R45.90
Cheese Toastie and 500ml Cappuccino	R53.90
Cheese Toastie and 350ml Cappuccino	R46.90
500ml Cappuccino+ Wild Bean Café 500ml Water + Muffin	R53.90
500ml Cappuccino+ Wild Bean Café 500ml Water + Muffin	R53.90
350ml Cappuccino + Wild Bean Café 500ml Water + Muffin	R46.90
2 Crumbed chicken strips, 2 med Chicken Samoosa (all variants) and 1 Marinated Drumstick	R42.9
2 Crumbed chicken strips, 2 med Beef Samoosa (all variants) and 1 Marinated Drumstick	R42.9
2 Crumbed chicken strips, 2 med Potato Samoosa (all variants) and 1 Marinated Drumstick	R42.9
2 Crumbed chicken strips, 2 med Cheese& Corn Samoosa (all variants) and 1 Marinated Drumstick	R42.9
2 Crumbed chicken strips, 2 med Vege Samoosa (all variants) and 1 Marinated Drumstick	R42.9
Every day is muffin day	R34.9
2 Traditional Hot Dogs Every Day	R49.9

Combos - Wild Bean Café at Pick n Pay Express	Price point
More Everyday Amazing (300/330ml Can Coke or Sausage Roll)	R38,90
4 Wings + Medium Chips + 250ml Red Bull	R69.90
Classic Pie 250ml Red Bull	R47.90
Every Day is Wing Day	R79.90
Pie Day Every Day	R52.90
¼ Chicken & Med Chips	R45.90
Cheese Toastie and 350ml Cappuccino	R46.90
Cheese Toastie and 500ml Cappuccino	R53.90
500ml Cappuccino+ Water + Muffin	R53.90
500ml Cappuccino+ Water + Muffin	R53.90
350ml Cappuccino + Water + Muffin	R46.90
2 Crumbed chicken strips, 2 med Chicken Samoosa (all variants) and 1 Marinated Drumstick	R42.90
2 Crumbed chicken strips, 2 med Beef Samoosa (all variants) and 1 Marinated Drumstick	R42.90
2 Crumbed chicken strips, 2 med Potato Samoosa (all variants) and 1 Marinated Drumstick	R42.90
2 Crumbed chicken strips, 2 med Cheese& Corn Samoosa (all variants) and 1 Marinated Drumstick	R42.90
2 Crumbed chicken strips, 2 med Vege Samoosa (all variants) and 1 Marinated Drumstick	R42.90
Every day is muffin day	R34.90
2 Traditional Hot Dogs Every Day	R49.90