

Terms & Conditions

The terms and conditions set out below ("**Terms and Conditions**") apply to the **bpSA Unlock Joy Colouring Book** ("**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 [https://www.bp.com/en_za/south-africa/home.html], 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 02 December 2024 at 00h00 and end on 26 January December 2025 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

To enter the Competition and stand a chance to win one of the prizes, participants must, during the Period:

- Buy Participating Products: Purchase any of the specified bp Express and Wild Bean Café at PnP Express products / combos (“Participating Products”) from a participating bp in South Africa, as detailed in Annexure A.
- Participant will receive 1 (one) Limited Edition bpSA Colouring Book on purchase of participating products / combos.
- Find the Competition Pages in the Colouring Book;
 - Use your imagination to Colour in our bp Heroes
 - Hello Kikko, colour in our friendly Wild Bean Cafe Mascot
- Be creative & complete the pages with as much colour as you would like.
- Scan the QR Code and upload picture of the Completed page/s

Participants may enter this Competition as many times as they wish provided, they purchase the Participating Products each time. Each completed competition page is valid for one entry, no entry may be duplicated. Duplication of entry will result in disqualification.

Minors are permitted to participate in the colouring competition; however, all submissions must be entered on their behalf by their legal guardian, in possession of a valid identity document or Passport who must be aged 18 (eighteen) years or over. Should the minor’s entry be selected as a winner, prizes associated with the competition will be awarded to the legal guardian submitting the entry.

This Competition excludes the purchase of any petroleum products, airtime, bus tickets and electricity.

11. PRIZES:

Stand a chance to win 1 of 11 x R3 000 Cash

The prize consists of 1 (one) of 11 of R3 000 (three thousand rands only) Cash Vouchers.

12. Prizes are not transferable. No Cash or alternatives will be offered for the prize in whole or part. The winners accept the prize at their own risk. In the event of unforeseen circumstances, the Promoters reserve the right to substitute the prize with a prize of the same or greater value.
13. The participant acknowledges that separate terms and conditions may apply to the prize(s), which terms and conditions could deal with issues such as the use of the prize and the period of validity thereof, for example, The winner shall be required to accept and comply with the prize-specific terms and conditions, as may be notified, upon acceptance of the prize.
14. Prizes are not transferable. No Cash or alternatives will be offered for the prize in whole or part. The winners accept the prize at their own risk. In the event of unforeseen circumstances, the Promoters reserve the right to substitute the prize with a prize of the same or greater value.
15. The participant acknowledges that separate terms and conditions may apply to the prize(s), which terms and conditions could deal with issues such as the use of the prize and the period of validity thereof, for example, The winner shall be required to accept and comply with the prize-specific terms and conditions, as may be notified, upon acceptance of the prize.
16. Subject to the provisions of the Consumer Protection Act 68 of 2008, the Prize winner accepts the Prize at his/her own risk and the Promoters will not be liable for any costs incurred by the winner in claiming their prize. The Promoters cannot be held responsible for any accident, injury, or loss of property experienced as a result of winning, accepting and/or utilizing prizes won.
17. The participant acknowledges that by submitting his or her entry to the Competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering the Competition and he/she understands and agrees to the terms and conditions.

18. The Promoters may in their sole discretion amend these rules at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the following site: https://www.bp.com/en_za/south-africa/home.html
19. Participants are ineligible to enter if they have won a prize from any competition held by the collective Organizers within the past 6 (six) calendar months from the start of the Period. In relation to the Competition and entries received during the 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; and iv) only one person per fixed abode or household may win.
20. The Competition is only valid in South Africa and is open to current South African residents only, and participants must be in possession of a valid identity document or Passport and participants must be aged 18 (eighteen) years or over. The participant cannot be a juristic entity and must be an individual.
21. By entering the Competition, all participants agree to be bound by these rules which will be interpreted by the Promoters, whose decision regarding any dispute will be final and binding. The Promoters reserve the right to amend, modify, change, postpone, suspend or cancel this Competition and any prize (which has not yet been awarded), or any aspect thereof, without notice at any time, for any reason which the Promoters reasonably deem necessary. These terms and conditions will prevail in the event of any conflict or inconsistency with any other communications sent to a participant by the Promoter, including advertising or promotional materials.
22. Entries which are duplicated, unclear, illegible, submitted via an incorrect entry mechanism or contain errors or are from Disqualified Persons will be declared invalid. Any technical failures that lead to any Competition entry being invalid or not received will not be the Promoters' liability, and the Promoters cannot be held responsible for technical errors.
23. Selection of winners for the SMS Promo will be done on 10 February 2025, where 6 (six) random entries will be selected, by means of a random computerised competition service, and verified. The results of each draw shall be capable of being audited at any time to verify their randomness and accuracy.
24. 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 etc.) are completed and submitted to the Promoter, as may be required, within the period required by the Promoter.
25. Winners will be contacted telephonically on the number that was used by the participant to enter the Competition. Prizes will be delivered within 6 weeks from the date of successful verification to the winner's selected daytime delivery address or closest bp Express or PnP Express Store for them to collect from if a daytime delivery address is unavailable. The winner must receive and sign for the prize in person and may be requested to provide proof of identification upon receipt of delivery.
26. The Promoters may require the winners to be identified, photographed and the photographs published in social media, printed media, or to appear on radio and television when accepting their Prizes and/or after having received their Prizes. The winners 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 Competition.
27. If the Promoters are unable to reach any person after 3 (three) call 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.
28. The Promoter may decline to award a prize if there is a reasonable suspicion of any irregularities or fraudulent activities.
29. The Promoter shall have the right to terminate the Competition immediately and without notice for any reason beyond its control requiring this. In the event of such termination, all participants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse against the Promoters. Any dispute that arises in relation to the interpretation of these Competition Rules, the Promoters' decision shall be final, and binding and no correspondence shall be entered.

30. The Promoters shall ensure that all personal data received as entries or otherwise are utilised solely for the purpose of this Competition in compliance with The Protection of Personal Information Act No. 4 of 2013. The Promoters may collect, store and use (but not share) any personal information of entrants for communication or statistical purposes. The duration of the Competition may also be extended or curtailed at the sole discretion of the Promoters.
31. All participants are deemed to have read and understood these terms and conditions.
32. The Promoters are not liable for any defect in the Prizes. All ancillary costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government taxes or other fees applicable, are the responsibility of the winners and/or participants. Without limiting the foregoing, 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 Competition, or from the acceptance, receipt, use or enjoyment of any prize. The participant will be responsible for the cost of submitting proof of purchase and entering the Competition and any data charges that apply, as per the tariff rates charged by the participant's mobile network provider.
33. As far as the law allows, all warranties and representations concerning the Competition not set out in these terms and conditions (whether express, implied or tacit) are hereby excluded. By taking part in this Competition, participants hereby warrant that all information submitted to the Promoter is true, current and complete.
34. All participants and the winners as well as their partners, as the case may be, indemnify the Promoters, their advertising agencies, advisers, nominated agents and suppliers, 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 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 Promoters and/or use of the Prizes).
35. These terms and conditions shall be governed by the laws of South Africa. 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.
36. If you require any help or have any enquiries in respect of the Promotion, please use the email address: helpdeskmailbox@bp.com

ANNEXURE A

Bp express participating combos

- 2 x 330ml aQuellé Splash Natural Still Water no spill cap
- 2 x 200ml Liqui-Fruit + 2 x 50g NikNaks
- 2 x 40g/41.5g/42g/52g Nestlé countlines
- 1 x Albany Buns/Rolls + 1 x 1.5L Coca-Cola range
- 1 x 300ml Oros + 1 x 45g Tinkies
- Any 2 x 300ml Papa Froo
- Any 2 x 22g Kellogg's Coco Pop's or Rice Krispies snack bar

Wild Bean Café Participating combos

- 4 x Mini Pies + 200ml Liqui-fruit
- 2 x Chicken marinated drumsticks + small chips + 200ml Liqui-fruit