WIN WIN YOUR R3000 BUNDLE OF JOY PROMOTION 2025: bp express and wild bean café

TERMS AND CONDITIONS

1 TERMS AND CONDITIONS

- 1.1 The promoter of this competition is:
- 1.1.1 bp Southern Africa Pty Ltd ("bp") a company incorporated in the Republic of South Africa and having its registered address at 199 Oxford Road, Dunkeld, Johannesburg, South Africa, (hereinafter referred to as the "promoter").
- 1.2 All persons entering the "Win-win your R3 000 bundle of joy" Competition ("the entrants") agree that the competition rules as set out in these terms and conditions ("Terms") are binding on them.

 A copy of these Terms is available www.bprewards.co.za, www.pnp.co.za and on WhatsApp.

2 IMPORTANT NOTICE

- 2.1 These terms and competition rules contain certain terms and conditions which appear in similar text style to this clause and which:
- 2.1.1 may limit the risk or liability of the promoter or a third party; and/or
- 2.1.2 may create risk or liability for the entrant; and/or
- 2.1.3 may compel the entrant to indemnify the promoter or a third party; and/or
- 2.1.4 serves as an acknowledgement, by the entrant, of a fact.
- 2.1.5 the entrant cannot be a juristic entity and must be an individual.
- The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
- The entrant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these Terms before entering and he/she understands and agrees to the Terms.

All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these Terms, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoters and all entities in the Pick n Pay group and/or the bp group, their directors, employees and agents, of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.

3 DURATION

The bp Express and Wild Bean Café promotion ("competition") opens at 00h00 on 27 January 2025 and closes at 00h00 on 1 April 2025 ("competition period"). Any entries made after the stipulated closing time and date will not be accepted.

4 ELIGIBILITY

- 4.1 The Promotion is only valid in the Territory and is open only to natural persons ("Participants").
- 4.2 Participants must be at least 18 (eighteen) years of age and South African residents.
- 4.3 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.
- 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.

5 PRIVACY

5.1 By participating in the Promotion, the Participant agrees to the processing of Personal Information in accordance with POPIA. "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.

5.2 Privacy and Data Protection

i. bpSA will comply with applicable data protection and privacy laws in processing personal information in connection with the Promotion under these Terms. Please read the Privacy

Policy carefully to understand how bpSA collects, uses and discloses Personal Information. By participating in the Promotion, you consent to all actions that the Promoters take which is with respect to your Personal Information consistent with the Promoters' Privacy Policy which is accessible at https://www.bp.com/en_za/south-africa/home.html. And https://www.pnp.co.za/privacy-policy (or such other URL or statement as the Promoters may notify from time to time).

- ii. The Participant consents to provide the Promoter with the relevant Personal Information required in order to enter the Promotion as well as allows the Promoter to share the Personal Information with designated third parties.
- iii. bpSA will not disclose, or otherwise transfer your Personal Information, without your consent, except as otherwise set out herein.
- iv. 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.
- v. 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.
- vi. All personal information shared within the context of the competition will be treated as confidential and shall only be processed for the sole purpose of the competition. Any other processing of any personal information by the designated third parties and promoter ("all parties") is prohibited.
- vii. It is the responsibility of the entrant to provide accurate Personal Information otherwise the promoter would not be able to comply with the Data Protection and Privacy Laws of South Africa.

6 QUALIFYING CRITERIA

- Only active bp Rewards Members and Pick n Pay Smart Shopper members are eligible to participate in the Promotion during the competition period.
- bp Rewards and Pick n Pay Smart Shopper members qualify as entrants of this Promotion and are eligible for the following:
- 6.3 In order to qualify as an entrant for this Promotion:
 - i. the entrant must live in the Republic of South Africa;
 - ii. the entrant must provide correct and full personal details, which will be processed in accordance with POPIA;
 - iii. the entrant must be 18 years old or older; and

- iv. the entrant cannot be a juristic entity and must be an individual; and
- v. bp Express: the entrant must be a registered BP Rewards customer who has opted in to communications at the time of the transaction.
- vi. Wild Bean Café at Pick n Pay Express: the entrant must be a registered BP Rewards and Pick n Pay Smart Shopper customer who has opted in to communications at the time of the transaction.
- A Participant must, during the Competition Period; in a single transaction, at any participating bp Express or Wild Bean Café at bp Express in the Territory ("Participating Sites"), spend a minimum of R60+ on two or more participating combos, swipe their BP Rewards loyalty card, and retain their till slip.
- A Participant must, during the Competition Period; in a single transaction, at any participating Wild Bean Café at Pick n Pay Express in the Territory ("Participating Sites"), spend a minimum of R60+ on two or more Wild Bean Café participating combos, swipe their Smart Shopper card, and retain their till slip.
- A participant must use the BP Rewards card and Smart Shopper card registered in their name.

 Both cards must match the name and surname of the participant.
- A participant may not use a spouse's, relatives, or acquaintance's BP Rewards card and/or Smart Shopper card and must be the registered user of both loyalty cards used at the time of payment.
- 6.7 Entrants may enter the competition as many times as they wish provided that each entry is associated with a separate qualifying purchase as stipulated in clauses 6.2 and 6.3, and Smart Shopper card and BP Rewards card swipe. The entrants will only be eligible to win one prize.

7 ENTRY CRITERIA

- 7.1 To enter the promotion, the participant must; scan the QR code located on-site and on the promotional leaflets, or WhatsApp "Hi" to 067 346 1297; and follow the prompts to complete a once off registration and submit a picture of their valid unique fuel slip.
- 7.1 complete a new purchase within the values defined in clause 6 and follow the steps in clause 7, for each new entry submitted on WhatsApp.
- 7.2 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.

- 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
- enter using a phone number that is contactable during office hours (i.e. 08h00 to 17h00, Monday to Friday, excluding Public Holidays).
- 7.5 The following shall apply to the Promotion:

8 PRIZES AND DRAWS

- 8.1 By participating in the Promotion and following the steps set out in clause 6 and 7, the entrants stand a chance to win a share of R300,000 in BP Rewards points, Takealot vouchers and Pick n Pay grocery vouchers, valued at R3,000 per voucher bundle.
- 8.2 The following shall apply to the prizes:

8.3 Win 1 of 100 voucher bundles:

- 8.3.1 There will be a total of 100 winners over the promotional period, with potential winners selected randomly each day, through a computerised competition service, capable of auditing.
- 8.3.2 The 100 x voucher bundles, valued at R3000 each, are made up of 1 x R1000 Takealot voucher, 1 x R1000 Pick n Pay grocery voucher and 1 x R1000 worth of BP Rewards points.
- 8.3.3 The BP Rewards points awarded shall be subject to the standard BP Rewards terms and conditions, found at www.bprewards.co.za.
- 8.3.4 The BP Rewards points will be loaded onto the winner's BP Rewards card at the winner's own risk. All risks associated with the points shall transfer to the winner once awarded. Customers are asked to safeguard their BP Rewards card and their credentials.
- 8.3.5 Winners will be selected randomly each day, through a computerised competition service, and notified immediately on WhatsApp, at the time of entry, should they be selected as a potential winner, with the results of such competition service being capable of auditing.
- 8.3.6 The potential winners are required to complete verification questions on WhatsApp

immediately, at the time of entry and potential win notification, before they can be confirmed as a winner. Any potential winner who fails to complete the verification questions at the time of notification will forfeit their chance and will be replaced by a potential standby winner. This is to ensure that Prizes are awarded timeously.

- 8.3.7 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 8.
- 8.3.8 Upon submission of their verification details, 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.
- 8.3.9 If the Promoters are unable to reach any person after 3 (three) SMS attempts or complete the verification process for whatsoever reason, such person will be disqualified, and a new potential winner will be awarded on WhatsApp.
- 8.3.10 Takealot vouchers and Pick n Pay digital vouchers will be sent to winners via SMS, on the cell phone number used to enter the promotion, with their BP Rewards points loaded to the winners BP Rewards card. The Pick n Pay digital vouchers shall be subject to Pick n Pay terms and conditions which are found at www.pnp.co.za
- 8.3.11 Prizes are not transferable and may not be exchanged for cash or other prizes.
- 8.3.12 Winners agree to have photographs or video footage of the prize handover published on the promoters various marketing channels.
- 8.3.13 The promoters, any entity in the bp group, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this promotional competition.
- 8.3.14 bp reserves the right to disqualify a winner if he/she does not respond to the email or telephone call within two working days of winner selection and randomly select a replacement winner from the competition entries. In such circumstances, the replacement winner shall be

contacted via email or telephonically as soon as reasonably practicable and shall be required to respond to bp in the manner set out in such correspondence. In the event that the replacement winner fails to respond to bp Southern Africa as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details a redraw shall take place in respect of that specific prize.

9 GENERAL

The promoters reserve the right to amend these terms and conditions as well as terminate the competition at any time, including the right to terminate the competition immediately at any time and without notice where circumstances beyond their reasonable control prevent the promoters, their associated companies (directors, officers and employees) agents and/or suppliers, from continuing with the competition. This includes but is not limited to any directive from the Department of Energy, or any other competent authority, to cease the competition. In the event of any termination of the competition, as far as the law allows, all entrants agree to waive any rights that they may have in terms of the competition and the entrants shall have no recourse against the promoters, their associated companies (directors, officers and employees) agents and/or suppliers, in respect of and/or arising out of such termination.

- 9.1 By entering the competition in accordance with its terms, the entrants are entering a promotional competition for the purposes of the Consumer Protection Act, 2008 ("CPA") and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should the entrant win a prize in the competition, they undertake to expeditiously do all things necessary to enable the promoters to comply with their obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery.
- 9.2 The names of the prize winners will be published on the Pick n Pay and/or the bp website and/or on social media subject to the winner's consent.
- 9.3 Winners may be requested to take part in the promoters' publicity campaigns or to allow their names and likenesses to be used by the promoters for promotional purposes. Winners are, however, entitled to decline such request.
- 9.4 The promoters shall conduct the competition, and the promoters' decision on any matter related to the competition, including the selection of prize winners is final and no correspondence will be

entered into.

- 9.5 As far as the law allows the promoters, any entity in the Pick n Pay group and/or the bp (their directors, officers and employees) agents and suppliers, shall not be responsible for an entrant's failure to access the competition for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
- 9.6 These terms and conditions shall be governed by the laws of South Africa.
- 9.7 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.
- 9.8 Any queries in this regard, and a copy of these rules can be found at <u>www.bprewards.co.za</u> or by calling the BP Rewards customer care on 0860 222 166 during office hours throughout the period of the competition.

APPENDIX

| Bp Express Participating Promotions |
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| 2 x 440ml Coca-Cola range |
| 2 x 145g Doritos |
| 2 x 80g Cadbury Slabs |
| 2 x 750ml aQuellé Natural Still Water (with flip-top cap) |
| 2 x 500ml Pepsi range |
| 2 x 50g/60g Mister Sweet |
| 2 x 40g/47g Jungle Energy Bars |
| 2 x 500ml Reboost |
| 2 x 85g Trigz OR 4 x 28g Trigz |
| 2 x 300ml Clover Super M |
| 2 x 50g/51g Mars™ Countlines |
| 2 x 36g Simba + 2 x 500ml Pepsi range |
| 2 x 90ml Cadbury Hazelnut/Cadbury Crunchie/Cadbury Dairymilk/Oreo Stick |
| 1 x 110ml Ola Cornetto + 1 x 500ml aQuellé Natural Still/Sparkling Water |
| 2 x 14g Stimorol sticks |
| 1 x 440ml Coca-cola range + 1 x 40g/45g/50g/55g/60g Takis/Tk's Biltong Snack pack |
| 2 x Mentos Rolls |
| 2 x 40g/41.5g/42g/52g Nestlé countlines |
| 2 x 500ml Monster |
| 2 x 500ml aQuellé VIV Sports Drinks |
| 1 x 500ml Power Play + 1 x 52g Bar One |
| 1 x 700g Blue Ribbon/BB White/Brown bread + 1 x 1L Clover UHT/Seal Fresh Milk |
| 2 x 500ml Wild Bean Café Water |
| 1 x 5L Wild Bean Café Water |
| 2 x 500ml Clover Krush |
| 1 x 1L Liqui-fruit |
| 1 x 700g Blue Ribbon/BB white/Brown bread + 2 x 50g/60g Mister Sweets gums/jellies |
| 1 x 2L Clover |

| Wild Bean Café Participating Promotions |
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| More Everyday Amazing (300/330ml Can Coke or Sausage Roll) |
| 3 Wings + Small Chips + 250ml Red Bull |
| 3 Wings + Small Pap + 250ml Red Bull |
| Every Day is Wing Day (8 x wings) |
| Pie Day Every Day (2 x pies) |
| Full Chicken + Large Chips + 1.5L Coca-Cola |
| 500ml Cappuccino+ Wild Bean Café Still/Sparkling 500ml Water + Muffin (at bp Express) |
| 350ml Cappuccino + Wild Bean Café 500ml Water Still/Sparkling + Muffin (at bp Express) |
| 500ml Cappuccino+ aQuellé Still/Sparkling 500ml Water + Muffin (at PnP Express) |
| 350ml Cappuccino+ aQuellé Still/Sparkling 500ml Water + Muffin (at PnP Express) |
| Every day is muffin day (2 x WBC muffins) |
| Hot Dog Bonanza: 1 Traditional Hot Dog + 1 Chilli/Cheese Hot Dog Every Day |
| Any 5 Mini Pies |
| Any 3 Glaze Ring Donuts |
| Any 6 Glaze Ring Donuts |