

TERMS AND CONDITIONS
SHELL FLEET SOLUTIONS AND SA TAXI SALES CAMPAIGN
1 November 2020- 31 January 2021

1. The Terms and Conditions set out below ("Terms and Conditions") apply to the Shell Fleet Solutions and SA Taxi Rewards Promotion ("Promotion" or "competition") being run and administered by Shell Downstream South Africa (Pty) Ltd ("Shell") in cooperation with SA Taxi Rewards Proprietary Limited ("SA Taxi" or "Promoter" or "us" or "we"). Shell is a company incorporated in South Africa under registration number 2007/016255/07 whose registered offices is at 57 Sloane Street, The Campus, Twickenham Building, Bryanston, and SA Taxi is a company incorporated in South Africa under the registration number 2012/209822/07 whose business address is 179 15th Road, Randjespark, Midrand, Johannesburg, Gauteng.
2. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communication sent to the participants in this Promotion ("participants" or "customer" or "you") by us regarding the Promotion, including advertising or promotional materials, which for the purpose of this document are also regarded as the Terms and Conditions. Prize redemption instructions are deemed to form part of the Terms and Conditions and by participating in this Promotion all participants will be deemed to have accepted these Terms and Conditions and you shall be bound by these Terms and Conditions, which will be interpreted and construed in accordance with the laws of the Republic of South Africa. This version of the Terms and Conditions apply only to transactions that occur in the Republic of South Africa where the Promotion is being conducted and valid.
3. We have a duty, in terms of the Consumer Protection Act, No 68 of 2008 ("CPA") to specifically point out to you certain important provisions in these Terms and Conditions. The clauses which contain these important provisions and the reasons why they are important are set out below. It is very important that you read all of these clauses carefully:
 - 3.1. **Limitation of risk, legal responsibilities and liability:**
 - 3.1.1.1. **Clauses 9, 11, 12, 17, 18, 20 and Error! Reference source not found. herein below are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you regarding the Promotion. As a result of these clauses, your claims against us and/or these other persons and entities are limited or taken away. These clauses also have the effect of not allowing you to make a claim against Shell or SA Taxi even if you or others suffer certain loss, damage, or harm as a result of your participation in the Promotion.**
 - 3.1.1.2. **Clause 17 below here is important because under it you become responsible for risk and legal responsibilities. In terms of this clause, you may be responsible to pay certain taxes, fees, claims and other amounts. You (and not we) will also (and you accept to) be responsible for certain risks, damage, harm,**

loss and/or injury which bayou and/or others may suffer as result of this provision of the effects of this provision.

- 3.2. **Indemnities by you.** Clauses 10 and **Error! Reference source not found.** herein below require you to:
- 3.2.1. accept that you may not claim against us and other persons or entities for any loss, damage and/or harm that we and/or other persons or entities may suffer as a result of the events set out in clauses 10 and **Error! Reference source not found.** herein below; and
- 3.2.2. accept that you may not claim against us and other persons or entities because of loss, damage and/or harm that may be caused to us or you by any person or entity as a result of the events set out in clause **Error! Reference source not found.** herein below. This provision places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible for the payment of the value of compensation for the claims, losses, damage and/or harm that arises from matters contemplated in the above provisions.
4. By participating or entering this Promotion, participants will be deemed to have accepted and be bound by these Terms and Conditions. Terms and Conditions

To enter the Promotion and stand a chance to redeem one (1) of the prizes, participants must:

5. For the Taxi Driver:

Spend R150 or more on fuel and swipe your SA Taxi loyalty card at participating Shell fueling stations anywhere in South Africa. If you are interested in participating in the competition, you will be requested to provide your cellphone number. Your cellphone number will be sent to SA Taxi. SA Taxi is responsible for conducting the monthly draw, which it will conduct of the third (3rd) business day after the end of each month of the Promotion. SA Taxi will notify the winners within 2 days after the draw by [SMS]. You will receive a Standard Bank Instant Money voucher via SMS which you can redeem at a Standard Bank ATM or select retailers. You also agree that SA Taxi may use your number in order to update its records for its loyalty program and that:

1. the SA Taxi Group may share among its members and/or with various third parties who it conducts business with and obtain from any third parties who may have access to, generate or store that information about you, personal information regarding (among other relevant personal information relating to your commercial activities):
 - a. you and the operation of your business to which the SA Taxi Group business activities are relevant;
 - b. telematics or other data transmitted by a tracking device in your motor vehicle which records your taxi's movement, driver behaviour and/or location and
 - c. any other information relating to:
 - i. your motor vehicle's use;
 - ii. your credit behaviour; and/or
 - iii. shopping habits relating to your motor vehicle;

AND

2. the SA Taxi Group may use your personal information to contact you without first receiving your request that we contact you and, when we contact you, we may inform you about various products (including financial products) that the SA Taxi Group and/or various third parties who we conduct business with and which we feel may add value to you, your family, community and/or your business.

For the purpose of this document, "SA Taxi Group" includes any entity the financial results of which are or are required to be consolidated into SA Taxi Holdings Proprietary Limited's financial statements from time to time according to SA Taxi Holdings Proprietary Limited's accounting policies from time to time.

NOTE: You may contact the SA Taxi Group at any time if/when you feel that you no longer wish the SA Taxi Group to access and use the type and form of your personal information which we refer to above here OR if you wish to update your personal information that the SA Taxi Group possesses. For that purpose you may contact the SA Taxi Group on this email address: info@sataxirewards.co.za Please note that the Promotion is linked to a single transaction and a single visit at a time amounting to a purchase of R150 or more on fuel & swipe your SA Taxi Loyalty card for every transaction.

- 5.1. This Promotion is only applicable and exclusive to SA Taxi registered users who have SA Taxi Rewards loyalty cards. All customers should swipe their SA Taxi Rewards loyalty cards for every purchase at the forecourt in order to qualify for the monthly draw.
- 5.2. Should you be selected at the draw, you stand a chance of winning one of 30 X R1000 cash vouchers.
- 5.3. The Promotion will run from 1 November 2020 and end on 31 January 2021. No transactions received before at 00:00 of 1 November 2020 and after 23:59 of 31 January 2021 will be accepted.

6. For Taxi Operator

- 6.1. Spend R150 or more on fuel and request for your Taxi Driver to swipe your SA Taxi Rewards Loyalty card at participating Shell fueling stations nationwide. Your loyalty card number will be going to a draw at the end of the each month.
 - 6.2. Please note that the Promotion is linked to a single transaction and a single visit at a time amounting to a purchase of R150 or more on fuel & swipe your SA Taxi Loyalty card for every transaction.
 - 6.3. This Promotion is only applicable and exclusive to SA Taxi registered users who have SA Taxi Rewards loyalty cards. All customers should swipe their SA Taxi Rewards loyalty cards for every purchase at the forecourt in order to qualify for the monthly draw.
 - 6.4. Should you be selected at the draw, you stand a chance of winning one of 3 X R5000 vouchers from SA Taxi.
7. The Promoters may in their sole discretion amend these Terms and Conditions 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 www.shell.co.za and/or www.sataxi.co.za websites.
 8. This Promotion is open to South African residents and South African citizens only and participants must be aged 18 (eighteen) years or over.

For the avoidance of any doubt, it is specifically stated that only purchases of fuel are a are qualifying entries for this Promotion. Therefore, purchases of gas, electricity, airtime and bus tickets do not qualify for entry into the Competition.

9. The Promoters, their associated companies, directors, officers and employees, contractors, agents and suppliers and affiliates (including the SA Taxi Group) are not responsible to you for any failure of transmission of information relating to your entry into this Competition or a failure to redeem your prize you're your entry is drawn so that you are a winner or a prize) if such failure results from any technical error or another factor which is not caused by the Promoters or persons representing the Promoters.
10. Only if the law allows for it, you (and not we, our associated companies, directors, officers and employees, agents and suppliers, are responsible for, and will carry any costs of, any / all claims for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from your participation in any way in this Promotion and/or any receipt of and/or use of a prize. You will not be able to recover such costs from us and/or our associated companies, directors, officers and employees, agents and suppliers.
11. By participating in the Promotion you hereby confirm that all information you provide about you is true, current and complete. If the information you provide is not true you may not be able to redeem the prize even if you win **AND** you will be responsible to compensate us if we suffer any loss because you provided incorrect information.
12. As far as the law allows, anything which we have not specifically mentioned in this document and in relation to the Promotion is hereby excluded.
13. The Promotor's decision about the prize is final and we will not discuss/negotiate our decision with any participant.
14. No director, member, partner, employee, agent of, consultant to, lessee of, sub-lessee of, (employee of such lessee/sub-lessee), or anyone associated with or affiliated to Shell Downstream South Africa (Pty) Ltd or SA Taxi via any direct/indirect brand affiliation or otherwise, and (ii) such prohibition extends to any spouse, life partner, parent, child, siblings, business partner or associate of such persons listed in (i).
15. The Promoter may publish the winner(s) name(s) or image (s) in any advertising and Promotional material or digital media for this Promotion and any other future Promotions/Promotions provided that the winner(s) has given his/her consent to Shell and SA Taxi. Should the winner(s) consent to the use of his/her name or image in any advertising and Promotional material or digital media for this Promotion and any other future Promotions/Promotions, he/she will have no claim to any compensation or payment in respect of the use of his/her name or image.
16. Subject to applicable law, the Promoter's internal auditors are the appointed auditors for this Promotion. The Promoters reserve the right to appoint external auditors in their sole discretion and for any reason whatsoever.
17. As far as the law allows, the Promoter shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoter 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 provision, the participant will be responsible for the cost of submitting proof of purchase and entering the Promotion, any flights or accommodation required should the participant win, and any data charges that apply, as per the tariff rates charged by the participant's mobile network provider.

18. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any prizes which are not subject to terms of redemption, or any aspect thereof, without notice at any time, for any reason which the Promoters reasonably deem necessary. In the event that the prize is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute the prize for items of equal value.
19. The Promoter reserves the right to terminate the Promotion immediately and without notice. In the event of such termination, as far as the law allows, all participants acknowledge that they will have no claim against the Promoter, its associated companies, directors, officers and employees, agents and suppliers, in respect thereof.
20. To the fullest extent permitted by law, neither the Promoter nor their partners or agents supporting the Promotion shall be responsible for any loss, damage or injury whatsoever suffered by any participant/entrant or winner or their accompanying persons (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by the winner and/or their accompanying person(s) as a result of or in connection with the Promotion or the acceptance, use or application of the prize.
21. The Prize represented by the images in the artwork is for presentation only, the appearance actual prize may immaterially differ from that of the image shown in the artwork.
22. 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 which such court has not found to be invalid.
23. For all queries in respect of this Promotion, please contact the Shell Customer Call Centre during office hours on 0800 027 027 or via email on generalpublicenquiries-za@shell.com or the SA Taxi Rewards Customer Call Centre during office hours on 011-592 8760 or via email on info@sataxirewards.co.za.