

## TERMS AND CONDITIONS - BPSA AND SA TAXI REWARDS PROMOTION 5 JULY 2021 - 8 AUGUST 2021

1. The Terms and Conditions set out below ("Terms and Conditions") apply to the BPSA and SA Taxi Rewards Promotion ("Promotion" or "Competition") being run and administered by BP Southern Africa (Pty) Ltd ("BP") in cooperation with SA Taxi Rewards Proprietary Limited ("SA Taxi"), collectively referred to hereinafter as "Promoter" or "us" or "we". BP is a company incorporated in South Africa under registration number 1924/002602/07, whose registered offices is address at 199 Oxford Road, Oxford Parks, Dunkeld, 2196; 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. 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 applies 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 these clauses carefully:
  - 3.1. **Limitation of risk, legal responsibilities, and liability:**
    - 3.1.1. **Clauses 8, 10, 11, 16, 17, 18 and 19 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 BP or SA Taxi even if you or others suffer certain loss, damage, or harm as a result of your participation in the Promotion.
    - 3.1.2. **Clause 16 herein below 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 9 and 10 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, you and/or other persons or entities may suffer as a result of the events set out therein; 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 therein.

These provisions place 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 provisions 3.2.1 and 3.2.2 above.

4. By participating or entering this Promotion, participants will be deemed to have accepted and be bound by these Terms and Conditions.
5. By participating in the Promotion in accordance with the requirements of these Terms and Conditions, you stand a chance of winning 1 (one) of 5 (five) available R1, 000 (one thousand Rand) Standard Bank Instant Money vouchers.
6. 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.
- 7.
8. By participating in this Competition you consent that we may use your personal information to process your entry into this Promotion and perform all conduct which flows from our receipt of your entry into this Promotion.
9. 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 endeavours to procure the prize, the Promoter reserves the right to substitute the prize for items of equal value.
10. 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.
11. **Requirements to enter the Promotion and stand a chance to redeem one (1) of the prizes:**
  - 11.1. You must spend at least R400 (four hundred Rands) on fuel at BP filling stations anywhere in South Africa (that transaction becomes the "eligible transaction") **AND** swipe your SA Taxi loyalty card in respect of the eligible transaction.
  - 11.2. SA Taxi is responsible for conducting the weekly draw, which it will conduct on the third (3rd) business day after the end of each week of the Promotion, which will start on 5 July 2021 as contemplated in 11.6 below.
  - 11.3. SA Taxi will notify the winners within 2 (two) days after the draw by SMS (using the contact details registered in relation to the SA Taxi Loyalty card). If you are selected as a winner, you will receive a Standard Bank Instant Money voucher worth R1, 000 through SMS. You can redeem the voucher at any Standard Bank ATM or selected retailers indicated in that SMS.
  - 11.4. This Promotion is only applicable and exclusive to SA Taxi registered users who have SA Taxi Rewards loyalty cards.
  - 11.5.
  - 11.6. The Promotion will run from 5 July 2021 and end on 8 August 2021. We will not accept transactions received before 00:00 on 5 July 2021 and after 23:59 on 8 August 2021.
  - 11.7. For the avoidance of doubt, please note that each entry into the Promotion is linked to a single qualifying fuel transaction at a BP filling station, which single fuel transaction must amount to at least R400 (four hundred Rands) you or someone acting on your behalf spends on fuel and swipes your SA Taxi loyalty card for. To be clear, such purchase shall only qualify as a qualifying entry if you have also swiped your SA Taxi Loyalty card in respect of that transaction.
12. 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.bp.com](http://www.bp.com) and/or [www.sataxi.co.za](http://www.sataxi.co.za) websites. **By participating in the Promotion you automatically agree to this.**

13. In addition to the requirements in 6above, this Promotion is open to South African residents and South African citizens only and participants must be aged 18 (eighteen) years or older. For the avoidance of any doubt, it is specifically stated that only purchases of fuel would be qualifying entries for this Promotion. Therefore, purchases of gas, electricity, airtime and bus tickets, for example, do not qualify for entry into the Competition.
14. 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 if you are we select you as a winner if such failure results from any technical error or another factor which is not caused by the Promoters or persons representing the Promoters.
15. Only if the applicable 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.
16. 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.
17. The Promotor's decision about the prize and/or the Promotion is final and we will not discuss/negotiate our decision with any participant.
18. 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 BP or SA Taxi by virtue of any direct/indirect brand affiliation or otherwise, may enter the Promotion and be a participant and (ii) such prohibition extends to any spouse, life partner, parent, child, siblings, business partner or associate of such persons listed in (i).
19. 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 promotion/s provided that the winner(s) has given his/her written/recorded consent to BP 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 promotion/s, he/she will have no claim for any compensation or payment in respect of the use of his/her name or image.
20. Subject to applicable law, the Promoters' 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.
21. 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 for the eligible transaction and/or his/her entry to this Promotion or from the acceptance, receipt, use or enjoyment of any prize; 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 (should the participant win and decide to travel for the purposes of this Promotion) and any data charges that apply, as per the tariff rates charged by the participant's mobile network provider.
22. 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.

23. The Prize represented by the images in the artwork is for presentation only, the appearance of the actual prize may immaterially differ from that of the image shown in the artwork.
24. 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.
25. 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](mailto:info@sataxirewards.co.za).**
26. For all queries in respect of this Promotion, please contact the SA Taxi Rewards Customer Call Centre during office hours on 011-592 8760 or via email on [info@sataxirewards.co.za](mailto:info@sataxirewards.co.za).