

## TERMS AND CONDITIONS – BP SA AND SA TAXI REWARDS PROMOTION 17 JANUARY – 13 FEBRUARY 2022

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 ("BPSA") in cooperation with SA Taxi Rewards Proprietary Limited ("SA Taxi"), collectively referred to hereinafter as "Promoter" or "us" or "we". BPSA is a company incorporated in South Africa under registration number 1924/002602/07, whose registered offices is 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 15<sup>th</sup> Road, Randjespark, Midrand, Johannesburg, Gauteng.

1. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communication sent to the participants ("participants" or "customer" or "you") regarding this Promotion 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.
2. Prize redemption instructions are deemed to form part of the Terms and Conditions.
3. By participating in this Promotion all participants are deemed to have accepted these Terms and Conditions and you shall, therefore, be bound by these Terms and Conditions, which will be interpreted and construed in accordance with the laws of the Republic of South Africa.
4. This Promotion applies only to transactions that occur in the Republic of South Africa where it (the Promotion) is being conducted and valid.
5. 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 and keep them in mind:
  - a. **Limitation of risk, legal responsibilities, and liability:**
    - i. Clauses 8, 10 11, 16, 21 and 17 herein below are important because they limit and/or 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 so that you may not have a claim against us or, if you have a claim, it is a limited claim. These clauses also have the effect of not allowing you to make a claim against BPSA or SA Taxi even if you or others suffer certain loss, damage, or harm as a result of your participation in the Promotion.
    - ii. **Clause 15 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 you and/or others may suffer as result of this provision or the effects of this provision and/or the Promotion.
  - b. **Indemnities by you.** Clause 8 and 9 require you to:
    - i. accept that you (and not we) are responsible to you, 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;
6. The provisions contemplated above 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 above.

7. By participating in the Promotion in accordance with the requirements of these Terms and Conditions, **you stand a chance of winning 1 (one) 500ml Reboost Energy drink per week during the campaign period.**
8. 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 we select you as a winner AND you will be responsible to compensate us if we suffer any loss because you provided incorrect information.
9. By participating in this Promotion you consent that we may use your personal information to process your entry into this Promotion and perform all activities which flow from our receipt of your entry in terms of this Promotion.
10. In the event that the prize is not available despite the Promoters' reasonable endeavours to procure the prize, the Promoters reserve the right to substitute the prize for items of equal value.
11. 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.
12. **Requirements to enter the Promotion and stand a chance to redeem the prize:**
  - a. You must spend at least R1500 cumulatively (one thousand five hundred Rand) on fuel at participating BP service stations in South Africa each week between Monday and Sunday (that transaction becomes the "eligible transaction") **AND** swipe your SA Taxi Rewards loyalty card in respect of each of the eligible transactions. One entry is automatically entered into the draw in the name of the participant linked to the relevant SA Taxi Rewards loyalty card that has been swiped in respect of the eligible transactions once an amount of R1500 (one thousand five hundred Rand) or more has cumulatively been spent on fuel for the relevant week.
  - b. SA Taxi is responsible for conducting the draw, which it will conduct on the third (3<sup>rd</sup>) business day after each week of the Promotion, which will start on 17 January 2022 as contemplated in 12(e) below. The draw will, to the extent required by the CPA, be overseen by an independent accountant, registered auditor, attorney or advocate.
  - c. SA Taxi will notify the winners within 2 (two) days after the draw by SMS (using the contact details registered in relation to the winners' SA Taxi Rewards loyalty card). If you are selected as a winner, you will receive a Pick n Pay sms voucher through SMS. You can redeem the voucher at any Pick n Pay Express store within a bp service station. Other Pick n Pay retail stores are excluded from this campaign.
  - d. This Promotion is only applicable and exclusive to SA Taxi registered users who have SA Taxi Rewards loyalty cards.
  - e. The Promotion is from 17 January 2022 and ends on 13 February 2022 ("Promotion Period"). We will not accept transactions received before 00:00 on 17 January 2022 and after 23:59 on 13 February 2022.
  - f. For the avoidance of doubt, please note that each entry into the Promotion is linked to eligible transactions at participating BP service stations only. Eligible transactions are exclusively in respect of the purchase of fuel, cumulatively equal to at least the qualifying amounts specified in 12(a) above for the relevant week during the Promotion Period, at participating BP service stations by you, as a SA Taxi Rewards loyalty card holder (or someone acting on your behalf) **AND** you must swipe your SA Taxi Rewards loyalty card for that qualifying purchase at the time of the purchase. To be clear, **such purchase shall only qualify as an eligible transaction if you have also swiped your SA Taxi Rewards loyalty card in respect of that transaction.**

13. Subject to the applicable law, 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.bpsa.co.za](http://www.bpsa.co.za) and/or [www.sataxi.co.za](http://www.sataxi.co.za) websites. **By participating in the Promotion you agree to this.**
14. In addition to the requirements in 8 above, 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.
15. The Promoters, their associated companies, directors, officers and employees, contractors, agents and suppliers and affiliates (including the SA Taxi Group and entities the financial results of which are, or required to be, consolidated into the financial statements of SA Taxi Holdings Proprietary Limited according to that entity's accounting policies from time to time) are not responsible to you for any failure of transmission of information relating to your entry in terms of this Competition or a failure to redeem your prize if you are selected 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.
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 Promoters' 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 the Promoters 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 BPSA 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. The winner shall be entitled to withdraw such consent on written notice to the Promoters.
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 Promoters 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. You will not be able to recover such costs from us and/or our associated companies, affiliates, directors, officers and employees, agents and suppliers.**

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 and for clarity, "SA Taxi Group" includes affiliates, 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).