

BIG CALTEX FLEX PROMOTION TERMS AND CONDITIONS

Please read these Terms and Conditions ("Terms") carefully. The Terms set out below apply to all participants entering the Big Caltex Flex Promotion ("Promotion") conducted by Astron Energy (Pty) Ltd (Registration Number 1911/001154/07) ("Promoter"). If you do not agree to be bound by all of the Terms, then please refrain from entering the Promotion. Instructions on how to enter the promotion are contained herein and all prizes form part of the Terms. Participation in the Promotion is deemed to be your acceptance of the Terms and an acknowledgement of your legal capacity to enter the Promotion. Entries not complying with any of the Terms will be invalid and be of no force and effect.

Limitation of risk, legal responsibilities and liability: Clauses 10, 11, 12 and 17 below are important because they limit and exclude liability and legal responsibilities that Astron Energy and other third parties or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other parties/entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against, Astron Energy for losses, damages, liability or harm you or others may suffer as a result of your participation in the competition. Clauses 12 and 17 is particularly important because you take on risk, legal responsibilities and liability. In terms of these clauses, you accept responsibility for and indemnify Astron Energy against various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause.

This Promotion is supported on the Caltex South Africa Facebook Page (@Caltex SA - <https://www.facebook.com/CaltexSA/>), Caltex South Africa Twitter Handle (@Caltex SA - <https://twitter.com/Caltexsa>) and Caltex South Africa Instagram Page (@Caltex SA - <https://www.instagram.com/caltexsa/>). This promotion is supported by various marketing efforts to drive awareness.

The Promoter reserves the right to amend these terms and conditions at any time during the Promotion by posting such amendments on Caltex South Africa's Facebook page (@Caltex SA - <https://www.facebook.com/CaltexSA/>). The onus rests on the Participants to check the website for updates to the Terms and Conditions.

1) Participants:

- a) The Promotion is open to all South African permanent residents and all South African citizens over the age of 18 (eighteen) years at the date of entry with a valid driver's

license/ temporary license, ("Participants") except for Excluded Participants. The Promotion is only taking place in the Republic of South Africa.

2) Excluded Participants:

- a) The Promotion is not open to the directors, the members, the business partners, and the employees of the Promoter, and the Promoter's sales agents, advertising agency staff, advisors, consultants, associated companies, and/or the supplier of any goods or services in connection with the Promotion (whether that person is employed by the Promoter or not). This includes, but is not limited to, the Promoter's Branded Marketer Network and their employees, the Promoter's Service Stations, M&C Saatchi Abel, M&C Saatchi Connect, Standard Bank South Africa, FreshStop, Colony Campaigns, Sapphire Logistics (Pty) Ltd, and the immediate family members of aforesaid persons (including, but not limited to, spouses, life partners, parents, grandparents, siblings and children), and any other person who is controlled directly or indirectly by the Promoter, as well as the associated companies of entities or persons mentioned in this clause 2, including holding companies and subsidiaries, their employees, agents, subsidiaries and consultants. The promotion is also not open to any of the Promoters' service station operators, staff and their immediate families (including, but not limited to, spouses, life partners, parents and children). All such persons are **Excluded Participants**.

3) Duration:

- a) The Promotion commences on Monday, 11 April 2022 at 00h01 and will end on Monday, 20 June 2022 at 23h59.
- b) Any entries received outside of the duration of the Promotion will be invalid, automatically disqualified, and will not be considered.

4) Entry Mechanism & Entry Conditions:

- a) In order to enter the Promotion, a Participant must:
- i) Spend R250.00 (two hundred and fifty rand) or more on any product sold on the forecourt including fuel and lubricants only, at any of the Promoter's participating service stations located in the Republic of South Africa within the duration of the Promotion;
 - ii) request the receipt and retain the receipt as proof of purchase;

iii) Only the original unique till slip(s) for your purchase(s), dated and timed before the date and time of your entry, and clearly displaying purchase of the qualifying product(s) to the minimum value of R250.00 (two hundred and fifty rand) will be accepted. The receipt must not be written on or tampered with in any way. Should a potential winner not be able to provide the original or a scan or photograph of the original unique till slip to the Promoter on request, that potential winner will be disqualified. The qualifying products are subject to availability at time of purchase.

iv) Enter via the following channels:

(1) USSD:

- a) Participants will be required to dial *120*439679# and follow the prompts. Participants will then be required to enter certain details that appear on their till slip. Once the information has been successfully submitted, the participant will be successfully entered into the Promotion. **Do not send an SMS to *120*439679# as these will not be accepted as valid entries to the Competition.**
- b) Participants will be liable for the standard rates that apply 20c/20secs for USSD. Different networks are subject to charge different rates for data.
- c) Due to network restrictions, the USSD session will timeout after 120 (one hundred and twenty) seconds. Any entry that times out and is not validly entered will not be considered to be a valid entry. Participants bear the onus of ensuring their entries do not timeout and are validly submitted.
- d) Free minutes do not apply.
- e) Incomplete entries will be billed to the relevant service provider.
- f) The Promoter shall not be responsible for telecommunication failure on the part of the Eligible Contestant's service provider.
- g) Participants must enter using a phone number that is contactable during office hours i.e. 08h00 to 17h00, Monday to Friday, excluding Public Holidays.

5) Number of entries:

- a) A winner may only win twice during the promotional period, but only win each prize once during the promotional period. A winner may not win the same prize twice.
- b) Multiple entries are permitted, however, each promotion entry must be for separate purchases of R250.00 or more (in a single purchase) on fuel (petrol or diesel) and/or lubricants and in accordance with entry requirements. Multiple entries of the same purchase will result in immediate disqualification.

- c) If any entry was made in a manner, which, in the Promoter's discretion, provides the participant with an unfair and undue advantage over other entrants, such a Participant will be disqualified from this and all future Promotions run by the Promoter. Should there be any dispute in this regard; the Promoter's decision will be final. The Promoter reserves the right to withhold prizes from any such person, and to reclaim any such prize if a breach of this rule is subsequently discovered.

6) Prizes:

- a) Eligible Participants stand a chance to win one of the following prizes:

PRIZE
1x 2021 Audi A1 Sportback 4.0 TFSI
10x Sony PlayStation 5 (Disk or Digital version)
10x iPhone 13 Pro Max or Samsung S21 Ultra
20x Apple AirPods Pro
10x HP Spectre x360 convertible 14inch laptop
10x Samsung QLED 50inch Smart TV
10x Takealot shopping vouchers valid for a period of up to 3 years from the date on which they are issued or until they are redeemed in full.
10x SMEG combos including 1.7L Kettle, 2 Slice Toaster and Jug Blender

- b) Should any of the above listed items be out of stock, it will be replaced with a similar product of same quality and value as the one listed above
- c) Please note that 1 of the 10 R10,000 Takealot voucher will be used as prizes for social media and split into 3x R3,000 vouchers for consumers that post pics of their biggest flex on Facebook, Instagram and/or Twitter.
- d) The aforementioned prizes are non-refundable, non-transferable or exchangeable and the Winner(s) indemnifies the Promoter and its representatives against any harm in experiencing or using a prize to the fullest extent permitted by the Consumer Protection Act.

- e) The Promoter will not be liable for any manufacturing faults, recalls, damage or loss caused by or to the Prize(s) (including the Motor Vehicle) once handed over to the winner.

7) Selection of Winners:

- a) Winner(s) will be selected from the pool of valid entries of Eligible Participants.
- b) Winner(s) in respect of prizes (except for the Motor Vehicle) will be randomly selected by means of a computer-generated random draw weekly for the Duration of the Promotion
- c) The winner of the Motor Vehicle will be randomly selected by means of a computer generated random selection draw at the end of this Promotion. The car winner draw will take place on Tuesday, 21 June 2022. The winner will be announced on 30th June 2022.
- d) The draws for each of the prizes will take into consideration all valid entries received on the day on which the last draw was conducted, up until the day before the next draw.
- e) Winner(s) will be contacted via telephone within 24-48 hours (1-2 working days) of the draw date, to verify their contact details. Winners will be required to verify their details on that telephone call. The Promoter will endeavour to contact the Winners telephonically three times within fourteen days of the draw.
- f) If the Promoter is unable to reach any Participant whose name was drawn after three telephone calls, such Participant will be disqualified, and a draw of a replacement Winner will take place in the same manner as the first draw.
- g) A potential prize Winner is not an actual Winner, until his/her status as an Eligible Participant is confirmed, their entry submission is validated and his/her qualifying documents (including proof of the transaction) are completed and submitted to the Promoter or someone nominated by the Promoter.
- h) The Winner(s) will be required to provide a copy of his/her Drivers or Temporary License together with their proof of purchase/original receipt.
- i) If the Winner fails to provide requested documentation within 48 hours (2 days) from being requested to do so, the Winner will forfeit the prize and shall have no claim against the Promoter.

8) Contacting of a Winner:

- a) Colony Campaign, the company nominated by the Promoter ('Notifier') will contact a potential prize Winners by telephone ("Telephone Call") to the cell phone number used to enter the promotion by that potential prize Winner.
- b) The Notifier will endeavour to contact the Winner once every day for 3 consecutive working days after their name is drawn and leave a voice message (if possible to do so), in order to verify their details. However, if the Winner cannot be reached and does not return the call within 24 hours of the last voice message being left on the third working day of attempting to contact a Winner, the prize will be forfeited and another Winner will be selected in accordance with the provisions of the Terms.
- c) Such contacted potential prize Winner, will then be required to provide their proof of the purchase, a copy of their ID, valid driver's license/ temporary driver license and a Winners release form (which will be provided by the company nominated by the Promoter) within 48 hours from receiving the Telephone Call by the Notifier, failing or refusing to do so for any reason, the potential Winner will be deemed to have rejected the Prize and it shall revert to the Promoters.
- d) The Winner (s) will be required to provide their proof of purchase (/till slip) connected with their winning entry. The details contained in the original till slip retained by the Winner must match those in the Winner's entry. If the details in the Winner's original proof of purchase do not match those of the winning entry, that Winner will be disqualified and the Promoter will conduct another random draw to select a Winner.
- e) Entrants' and Winners' personal information will be handled in accordance with clause 14 below.

9) Validation of a Winner:

- a) The Notifier will be responsible for all Winner validation & arrangement and collection & distribution of prizes.

10) Winner Prize Redemption:

- a) The Promoter shall not be responsible for any delay in delivery or failure of safe delivery of prizes.
- b) The Promoter reserves the right to request proof of residency address (to the Promoter's satisfaction in its discretion) before issuing the prize.

- c) Each Prize, or any unused portion thereof, is non-refundable, non-transferable or exchangeable and the Winner indemnifies the Promoter and its representatives against any harm in using a prize.
- d) The prizes are valued up to what is listed above. The Promoter accepts no responsibility for any variation in the prizes' value or the actual prizes.
- e) The Winner (s) of the prizes including the Motor Vehicle, may be required to collect their prize from a specified Caltex Service Station within the province/ town in which they entered from within 20 working days.
- f) The travel costs that a Winner may incur to collect their prize is for their own account.
- g) The winner of the motor vehicle will be required to attend to the registration of the Motor Vehicle at their own cost.
 - i) The Promoter will be responsible for the cost of insurance for the Motor Vehicle prior to the Motor Vehicle being handed over to the Winner. The Winner will be responsible for insuring the Motor Vehicle, at the Winner's own costs, upon receipt of the Motor Vehicle from the Promoter.

11) Forfeiture of the prize:

- a) The Winner(s) of the Motor Vehicle and the other prizes have 20 working days to collect the Motor Vehicle or the other prizes from the address provided by the Promoter once they have been informed that they have won, with transport to this address being for the Winner's own account. Failure to claim/ collect their prize, within the given time frame, will result in the prize being forfeited and will be allocated to a new Eligible Participant that is selected in accordance with the provisions of the Terms. The Promoter and its promotional and advertising agents, merchandisers and organisers are not be responsible for any decline of acceptance of any of the prizes by any Winner, for any reason.
- b) The prizes shall not be awarded (and entries disqualified) if entry procedures or these Terms and Conditions have not been adhered to or if the Promoter detects and/or suspects any irregularities or fraudulent practices.

12) Limitation of Liability:

- a) If for any reason, this Promotion cannot be run as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion

to cancel, terminate, modify or suspend the Promotion subject to any written directions under applicable legislation. The Promoter also reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Therefore, the participant waives their right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of against the Promoter, even if caused by the negligence of the Promoter.

- b) The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.
- c) If required by the Minister of Trade and Industry and Competition, the National Consumer Commission or for whatever other reason, the Promoter will have the right to terminate this Promotion with immediate effect and without notice of such termination. In such an event, all Entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against the Promoters.
- d) The Promoter reserves the right to delete any information uploaded by a participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
- e) The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the promotion and or prize/s except for any liability, which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion, if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation, technical malfunctions or failures or warranties (including warranties and functionalities of the prizes).
- f) 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.

13) Promoter's Decision Final:

- a) The Promoter's decisions on all issues regarding the promotion will be final, binding and no correspondence will be entered into. The Promoter also reserves the right to:
 - i) correct any errors or omissions regarding the Promotion, including on any published material; or
 - ii) suspend or terminate the Promotion, on written notice at any time, and such cancellation or termination shall be deemed to have taken effect from the date of such notice.
- b) The Promoter's decision to disqualify an entry is final and no correspondence will be entered into.

14) Use of Personal Information:

- a) The Promoter collects personal information about entrants (including identification, contact and address information) in order to contact them about the promotion and where appropriate, verify their identity to award and deliver prizes. Personal information will be handled in accordance with the Protection Of Personal Information Act of South Africa.
- b) Only those entrants who opt-in to receive future communications from the Promoter will also be contacted for future promotions and communication related to the Promoter.

15) Publication of Winner(s):

- a) Eligible Participants that are selected as Winners, consent to having their names published, subject to a right of refusal in the following media:
 - i) on the Promoter's website i.e. www.caltex.co.za/promotions
 - ii) via the Promoter's Social Media platforms

16) Further Participation by a Winner:

- a) The Promoter may, after a Winner has been publicly announced, request that such Winner agrees in writing or otherwise to endorse, promote and advertise the goods or services of the Promoter, at no cost or expense to the Winner subject to right of refusal. The Winner may also be required to take part in publicity campaigns for broadcasting or publishing purposes and will be requested to consent to having their photograph taken for all press releases and/or social media. The Winner is entitled to refuse this request.
- b) Prize Winners, on acceptance of prizes, may be requested to be identified in publicity, broadcastings or publications with Promoter's internal or external communications including social media, subject to a right of refusal. The Winner is entitled to refuse this request. Upon winning, their names (first name, last initial and town of residence) may also be announced on the Caltex Facebook page. Winners that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. The Winner is entitled to refuse this request.
- c) Participants warrant that they have full rights to the content that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.
- d) Participants agree that by uploading their "images" and comments, they grant permission to the Promoter to use the images, comments or any part thereof unless specifically refused / declined consent/permission, in any and all media for the Promoter's business purposes, including promotional/marketing purposes with no consideration payable to the participants. Such permission is perpetual and irrevocable. Participants release and agree to hold harmless the Promoter and all acting with their authority from any liability for such use and from any other claims arising from such use.
- e) Social media sites include but are not limited to, Facebook, Twitter, Instagram, YouTube. Original content includes but is not limited to, any piece of written content, audio or visual video or sound clips, images, photographs.
- f) If participants include any personal information of third parties in content that they upload or other information provided to the Promoter for purposes of the Promotion, they must be legally permitted to provide such information and to grant the permission referred to in clause 14, in respect of such information. Each participant indemnifies the Promoter against any losses suffered or claims made against the Promoter as a result of the participant not being legally permitted to provide such information or grant the Promoter permission to use it.

- g) Content created for the promotion may not be in any way derogatory or harmful to any party; public, entrants or promoters. Such content shall be removed and the creator banned from the site. Content which is seen to do the following shall be removed from the site and the creator will be banned: content that is perceived to be spam, the collection of personal information, content that serves a commercial purpose or content that is deemed malicious. The Promoter reserves the right to remove any such content from the site without prior warning. The Promoter reserves the right to judge these pieces of content and will use their own discretion in determining whether or not they are outside the guidelines set out in these terms and conditions.

17) Indemnification:

- a) All Participants and Winners indemnify the Promoter, its directors, employees, contractors, advertising agencies, advisors, suppliers and agents against any risks, loss, claims or ownership arising from:
- i) the use or disposal of the prize including, but not limited to, accident, injury, harm, or loss;
 - ii) their participation in the Promotion, including any costs associated with such participation;
 - iii) against any direct, indirect, special, incidental, consequential damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion;
 - iv) any subsequent transfer or exchange of the prize; and/or iv. any lawful cancellation or termination of the promotion or the correction of any errors or omissions within the Duration of the Promotion.
- b) This means that even if the Promoter is negligent you will have no claim against them for any harm listed above.
- c) Neither Promoter nor its agents or distributors will have any liability in relation to this Promotion.
- d) The Promoter reserves the right to carry out reasonable due diligence to help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion as determined by Promoter in its sole discretion.

18) Applicable Law and Jurisdiction:

- a) Independent registered auditors and/or attorneys will oversee this Promotion.
- b) The laws of South Africa apply to this promotion to the exclusion of any other law.
Entrants submit to the exclusive jurisdiction of the courts of South Africa.

19) Contact the Promoter: For any queries, do contact the Promoter's Customer Service Centre via email zaservice@astronenergy.co.za or phone 086 030 0860 during operating hours: Monday to Friday, 07h00 to 17h00, excluding Public Holidays. Physical address 5 Century Boulevard, Century City, 7441.

**Disclaimer: Information was correct at time of publishing but may be subject to change.*