

BP Social Media Competition
Disney On Ice Skating Party on 27th June 2018
Terms & Conditions

The terms and conditions set out below ("Terms and Conditions") apply to the BP Forecourt Disney On Ice Promotion (the "Promotion") being run and administered by BP South Africa (the "Promoter" or "us" or "we"). These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications we send you, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering the Promotion the Parents/Guardians of the Participants will be deemed to have accepted, and shall be bound by, the Terms and Conditions. This version of the Terms and Conditions applies to Parents/Guardians of the Participants (defined below) in the Republic of South Africa.

1. Important Provisions

- 1.1 We have a duty, in terms of the Consumer Protection Act, No 8 of 2008 "CPA") to point out certain important provisions in these Terms and Conditions to you. 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 Terms and Conditions carefully and not just what we point out below.
- 1.2 Limitation of risk, legal responsibilities and liability. Clauses 18, 19, 22, 24, 25, 26, and 28 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. As a result of these clauses, your rights and remedies against us (BP South Africa) and these other persons and entities are limited or excluded for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotions. Clauses 18 and 22 below are particularly important because you take on risk, legal responsibilities and liability. You will be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others. In terms of clause 26, you may also be responsible for taxes, fees, claims and other amounts if applicable.
- 1.3 Indemnities given by you. Clauses 18, 21, 22, 27 and 28 below require you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in clauses 19, 23 and below. This places various risks, liabilities, obligations and legal responsibilities on you and you will be responsible and liable for the payment

of the value of the claims, loss, damages, and harm that may be suffered or claimed.

- 1.4 Consent given by you. Clause 7 states that by participating in the Promotion you are giving your consent to your name and your child's name being published in traditional media and on social and digital media if you and your child are Winners. Clause 8 states that you are also giving your consent to your image and your child's image being used in the Promoter's marketing material, and to your participation in any marketing activity of the Promoter should you be a Winner. You have the right to withdraw your consent to have your image or your child's image used in any marketing material or to participate in any marketing activity on written notice to the Promoter.
2. The Promoter is BP Southern Africa (Pty) Ltd [Registration Number: Reg 1924/002602/07 8-10 Junction Avenue Parktown].
3. The Promotion is only valid in Johannesburg and is open to every South African citizen of the age of 4 to 12 years old ("the Participants").
4. The Promotion is not open to any agencies, sales agents/merchandisers, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or their business partners, or any person who is (i.e.) a director, member, partner, or agent of, or consultant to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter; or (ii) a supplier of goods or services in connection with the Promoter.
5. The Promotion is not open to employees and their immediate families of BP Southern Africa (Pty) Ltd.
6. Participation in this Promotion constitutes your acceptance of these Terms and Conditions. All information relating to this Promotion and published on any promotional material will form part of these terms and conditions of entry. The Promoter reserves the right to amend these Terms and Conditions in its sole discretion at any time and the amendments will be deemed to have taken effect on the date of publication of the revised Terms and Conditions on the Promoter's website.
7. By participating in the Promotion you are consenting to your name and your children's name being published (at no fee) on any traditional or digital communication channels should you and your child be a winner, refusal to allow this will result in the winner forfeiting their prize.

8. By participating in the Promotion you are consenting to your image and your children's image being used in the Promoter's marketing material at no fee should you be a Winner, and you are consenting to your participation in any marketing activity of the Promoter at no fee should you be a Winner. You have the right to withdraw your consent to have your image or your child's image used in any marketing material or to participate in any marketing activity on written notice to the Promoter.

9. **How to enter :**

9.1 Parents/Guardians will be invited to have their child express their love for BPSA in any form of creative expression. The Parents/Guardians can post snippets on Facebook and Twitter of their children dancing, singing or even share emotive poems, paper colourings and drawings to enter. The competition will commence 10 days before the Skating Party event day at **18h00 on 27 June 2018 at the The TicketPro Dome in Northgate**. No further submissions for the competition will be accepted after 15h00 on 24 June 2018..

9.2 To drive engagement and for a chance to win 1 of 10 family tickets to the Skating Party at Disney on Ice Dream Big in Johannesburg online, parents/guardians need to tell their friends on social media to view and like what their children have done for BPSA. The verification of winners will be done on 25 June 2018. The awesome prizes will be awarded to the children with the highest number of likes on 26 June 2018. Parents/Guardians of the winners will be contacted on Facebook and Twitter to supply their emails and contact numbers. Once received, letters from BPSA confirming winners will be sent via email.

10.3 The rules following apply :

10.3.1 A Parent/Guardian can bring along a spouse, friend or a partner

10.3.2 If there is only one child, the child can bring a friend

10.3.3 If there are 3 children - unfortunately there are only tickets for two children.

10.4 Prizes or any portion thereof which is not in cash may not be exchanged for cash.

10.4.1 Parents/Guardians of winners must sign a legal indemnity form provided by ShowMax prior to entering the ice rink.

10.4.2 Parents/Guardians must sign a form consenting to the publication of their children's name and image on any traditional or digital communication channels. You have the right to refuse to sign the consent form, however, refusal will result in the winner forfeiting their prize.

11. The "Skating Party" prize for a family of 4 (2 adults and 2 children) is only valid for the specified date and performance time. It may not be upgraded or exchanged for an alternate performance.
12. The prize allows for entry to the "Skating Party" event for 2 adults and 2 children. The ice skating activity is only for two children aged 4 to 12.
13. Please note that owing to safety regulations, Parents/Guardians of the prizewinning children who participate in the "Skating Party" must sign an indemnity form which will be available at the start of the event. We regret to advise that if the form isn't signed then the children will not be allowed on to the ice.
14. Prize winners who arrive late or who fail to arrive for the Skating Party will not receive any replacement prize or compensation.
15. Photography/videography is not permitted for children on the ice.
16. Food and drink is not permitted on the ice.
17. Prize winners are responsible for their own transport arrangements.
18. By accepting the prize the Parent/Guardian acknowledges that she or he accepts the prize at his or her own risk and the risk on behalf of his/her child.
19. Any Participant who is found not to be compliant with the rules of the Promotion shall be automatically disqualified. In the event of any dispute regarding the Promotion, the decision of the Promoter shall be final and binding.
20. By entering this Promotion Parents/Guardians are given the opportunity to Opt In to allow BP SA and the respective BPSA Brands to collect, store and use (not share) their personal information for communication, statistical purposes and for marketing communications.
21. No responsibility will be accepted by the Promoter, its associated companies (directors, officers and employees) agents and suppliers, for any prizes which are lost, delayed, damaged, misdirected or incomplete, or any inability to deliver to the nominated delivery address or any other reasons outside of the Promoter's control.

22. As far as the law allows, the Parents/Guardians indemnify the Promoter, its associated companies (directors, officers and employees) agents and suppliers, against any / all claims of whatsoever nature for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever, (including as a result of any act or omission, whether as a result of gross negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and its associated companies, agents and suppliers), connected to or arising from their child's and their participation in any way in this Promotion.
23. By taking part in this Promotion, Parents/Guardians hereby warrant that all information they submit to the Promoter is true, current and complete and the Promoter shall not accept any responsibility for any incorrect information provided by Parents/Guardians.
24. The Promoter, in its sole discretion, may decline to award a prize (i.e. refuse to issue a prize to the Parents/Guardian of a Participant) if there is a reasonable suspicion of any irregularities or fraudulent activities. The decision of the Promoter in this regard shall be final and binding.
25. As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
26. 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 Promoter is not 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 clause 27, the Parents/Guardians will be responsible for the cost of entering the Promotion and any data charges that apply, as per the tariff rates charged by the Parents/Guardians mobile network provider.
27. The Promoter reserves the right to terminate the Promotion immediately and without notice if circumstances beyond its reasonable control prevent the Promoter, its associated companies (directors, officers and employees) agents and suppliers, from continuing with the Promotion. This includes but is not limited to any directive from the Department of Energy to cease the Promotion. In the event of such termination, as far as the law allows, the Parents/Guardians acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.

28. As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a Participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
39. These Terms and Conditions shall be governed by the laws of South Africa.
30. 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.
31. If you require any help or have any enquiries, please contact the BPSA promotional competition helpline on 021 467 1317. The promotional helpline will operate during normal business hours, 08:30-16:30, from Monday to Friday, excluding official national public holidays in South Africa. Calls charged at Standard Rates.

Terms and Conditions Updated 6 June 2018