

BP Express
#Januworry Competition
January-February In-Store Promotions
Terms & Conditions

The terms and conditions set out below ("Terms and Conditions") apply to the **BP Express Januworry Promotions** (the "Promotions") 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 these Promotions all 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 Participants (defined below) in the Republic of South Africa.

1. Important Provisions

We have a duty, in terms of the Consumer Protection Act, No 68 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.

- 1.1 Limitation of risk, legal responsibilities and liability.** Clauses 15, 18, 20, 21 and 22 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 and these other persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against, **BP South Africa** for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotions. Clauses 16 and 20 below are particularly important because you take on risk, legal responsibilities and liability. In terms of this clause, you may be responsible for taxes, fees, claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause.
- 1.2 Indemnities given by you.** Clauses 16 and 20 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 15, 18, 20, 21 and 22 below. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in clauses 15, 21 and 22 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.
- 1.2.1 Consent given by you.** Clause 7 states that by participating in the Promotions you are giving your consent to your name being published in the traditional media and on social and digital media if you are a Winner.

Clause 8 states that you are also giving your consent to your 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 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 Promotions are only valid in South Africa and are open to every South African citizen
4. The Promotions are 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) 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 Promotions are not open to employees and their immediate families of **BP Southern Africa (Pty) Ltd**.
6. Participation in these Promotions constitutes your acceptance of these Terms and Conditions. All information relating to these Promotions and published on any promotional material will form part of these terms and conditions of entry.
7. By participating in the Promotions you are consenting to your name being published on any traditional or digital communication channels should you be a Winner.
8. By participating in the Promotions you are consenting to your image being used in the Promoter's marketing material should you be a Winner, and you are consenting 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 used in any marketing material or to participate in any marketing activity on written notice to the Promoter.
9. The Promotions will run from 02 January 2018 at 00h00 and end on 28 February 2018 at 23h59. No entries received before 02 January 2018 00h00 and after 28 February 2018 23h59 will be accepted.
10. Consumers wishing to participate in the BP Express #Januworry Competition must:
 - 10.1 Spend R50 or more at participating BP Express shops
 - 10.2 Retain their till slip as proof of purchase
 - 10.3 SMS their name and #januworry to 33483

- 10.4 SMS's are charged at R1.50 per entry. Free & Bundled SMS's do not apply
- 10.5 The Promotion excludes any of the following purchases; Airtime, Cigarettes, Condoms, Electricity, Fuel and LPG Gas
11. You stand to earn a share of R298 000 in prizes, while stocks last. The following prizes are available:
- 200 x 5GB data vouchers
 - 40 x R 5,000 Pick n Pay gift cards
12. All Data Vouchers will be awarded by means of a computerized random draw system, and winners will be notified instantly via SMS:
- 12.1 Data Vouchers will be sent directly to the user by means of SMS, on the cell phone number used to enter the Promotion
- 12.2 Data Vouchers will be sent to the user within 7 working days of the date of winning
13. All Pick n Pay Gift Cards will be awarded by means of a weekly audited draw, which will be conducted in the presence of an auditor, at the offices of Strike Media.
- 13.1 The audited draws will take place on the 09/01/2018, 16/01/2018, 23/01/2018, 30/01/2018, 06/02/2018, 13/02/2018, 20/02/2018, 01/03/2018 or within 7 working days of the dates provided
- 13.2 5 winners will be selected in each draw, with 10 stand-by winners per draw
- 13.3 Winners will be contacted by a BP representative within 7 working days of each draw
- 13.4 Winners will be contacted via telephone, on the number they used to enter the competition. In such event that a winner is not contactable within 48 hours of the first attempt to contact them, then such winner will forfeit their prize and a stand-by winner will be called, with the same call process as described herein being followed
- 13.5 In order to claim their prize the winner will be required to: email a copy of their till slip to the BP representative who contacts them, confirm their name, surname, physical address for delivery and details of the BP garage where they made their purchase
- 13.6 The name of each Winner will be published on digital and in traditional communications platforms.
14. All prizes will be delivered within 90 working days of the competition closing date.
15. You may enter the Promotion as many times as you like, but you will need to make a new purchase to the value of R 50 or more at a participating BP Express Store and retain the new till slip for every entry submitted.

16. By entering this competition Participants 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.
17. 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 BP SA's control
18. As far as the law allows, all Participants indemnify the Promoter, its associated companies (directors, officers and employees) agents and suppliers, against any / all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Promotion and/or any receipt of and/or use of a Voucher.
19. By taking part in these Promotions, Participants hereby warrant that all information they submit to the Promoter is true, current and complete.
20. The Promoter may decline to award a prize (i.e. refuse to issue a prize to the Participant) if there is a reasonable suspicion of any irregularities or fraudulent activities.
21. 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.
22. 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 Voucher. Without limiting the rest of this clause 20, the Participant will be responsible for the cost of submitting proof of purchase and entering the Promotion and any data charges that apply, as per the tariff rates charged by the Participant's mobile network provider.
23. 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, all Participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.
24. 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.
25. These Terms and Conditions shall be governed by the laws of South Africa.
26. 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.

27. 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, 08:30-17:00, from Monday to Friday, excluding official national public holidays in South Africa. Calls charged at Standard Rates.
28. **BP Express In-store Promotions for period 2 January 2018 - 28 February 2018** (While stocks last) are:
- Promotion 1 - 2 x Coca-Cola 440 ml/500 ml @ R18.00
 - Promotion 2 - 1 x Bonaqua Pump 750 ml + 1 x Nestlé Countline 40 g @ R17.50
 - Promotion 3 - Deal consists of 2 x Power Play 440 ml @ R30.00
 - Promotion 4 - 3 x Simba Lay's 36 g @ R16.50
 - Promotion 5 - 1 x Liqui-Fruit 250 ml + 1 x Simba PC 36 g @ R13.50
 - Promotion 6 - 1 x Steri Stumpie 350 ml & 1 x Tinkies 45 g @ R16.00
 - Promotion 7 -
 - 1 x Blue Ribbon Toaster White @ R11.00 or Blue Ribbon Toaster Brown @ R10.00 (Western Cape)
 - 1 x Blue Ribbon Classic White @ R11.00 or Blue Ribbon Classic Brown @ R10.00 (Gauteng)
 - 1 x BB Bread White @ R11.00 or BB Bread Brown @ R10.00 (KwaZulu- Natal)

These Promotions exclude the purchase of Airtime, Cigarettes, Condoms, Electricity, Fuel and LPG Gas. Customers may purchase Promotional items as often as they would like within the Promotional period, while stocks last.