



BP SOUTHERN AFRICA PROMOTION

Terms and Conditions:

1. All persons (“**Participants**”) entering the BP Southern Africa “Spend R300 and Get” Promotion (“**Promotion**”) agree that the Promotion rules, as set out in these terms and conditions (“**Terms and Conditions**”), shall apply and are binding on them.
2. TLC Marketing Worldwide (Pty) Ltd (“**TLC**”) and BP Southern Africa (Pty) Ltd are collectively referred to as the “**Promoters**” in respect of the Promotion for purposes of these Terms and Conditions.
3. This Promotion commences on **21 October 2015** and shall run until **the earlier** of 24h00 on **30 November 2015** or the date and time on which the last of the 300,000 available Rewards (as defined in clause 8 below) has been allocated to a qualifying Participant (“**the Promotion Period**”), subject always to any early termination or extension thereof by the Promoters as contemplated in these Terms and Conditions.
4. This campaign Terms and Conditions overrides any advertising collateral and is the final agreement between the Promoters.
5. To enter the Promotion, the Participant must, during the Promotion Period, visit any participating BP Southern Africa service station within the Republic of South Africa and spend R300 (three hundred Rand) or more in a single transaction (i.e. the total spend on a single till slip must be R300 or more) and then upload the qualifying till slip in respect of such transaction to the relevant mobi-site, as contemplated in clause 10 below.
6. All purchases of petroleum products from a participating BP Southern Africa service station and all purchases from any Wild Bean, BP Express and/or Pick ‘n Pay Express store located at participating BP Southern Africa services stations in the Republic of South Africa shall apply when calculating the spend by the Participants for the purpose of clause 4 above, **save that the purchase of any airtime, electricity and lotto tickets shall be excluded** and shall not apply when calculating the total spend for purposes of this Promotion.
7. For the avoidance of any doubt, it is specifically stated that there is no obligation on the Participants to purchase any petroleum products (whether petrol or diesel) in order to participate in this Promotion.
8. There are, in total, 300,000 (three hundred thousand) Rewards available to be allocated to qualifying Participants in terms of this Promotion. In the circumstances, the qualifying Participants who submit the first 300,000 validated till slips on the mobi-site specified in clause 10 will qualify to be allocated a Reward, as contemplated in clause 8 below.
9. Subject always to the relevant till slip being one of the first 300,000 validated till slips submitted on the mobi-site, one of the following rewards (“**the Rewards**”) shall be randomly allocated by TLC to the relevant qualifying Participant for each valid till slip duly submitted by such Participant in accordance with the Terms and Conditions of this Promotion:
 - Ster-Kinekor 2 for 1 movie card; **OR**
 - Back Beat dining 2 for 1 card; **OR**
 - Double Sports tickets (local Cricket, Rugby, Soccer); **OR**
 - R200 off Camelot Spa Voucher; **OR**
 - R100 NetFlorist voucher,



the details of which Rewards are more fully set out below and shall also be subject to the separate terms and conditions imposed by the relevant Reward partners from time to time.

10. The random allocation of the Rewards will be done by TLC by way of a computer algorithm selection. Rewards cannot be exchanged for an alternative Reward and TLC's decision is final and no negotiations or correspondence will be entered into.
11. Participants who wish to enter the promotion may do so by logging onto bprewards.mobi ("mobi-site"), following the prompts to create a profile, and then uploading the till slip as proof of qualifying purchases by the Participant equal to R300 or more in a single transaction.
12. Once the till slip has been uploaded, an automatic sms will be sent to the Participant advising the Participant of the successful submission of the till slip and that the till slip will need to be validate by TLC.
13. Once TLC has subjected the till slip to TLC's validation process, an sms will be sent to the relevant Participant (using the information provided by the Participant on the mobi-site), either notifying the Participant that the till slip is not a valid till slip for purposes of the Promotion or confirming that a valid till slip has been submitted by the Participant and advising the Participant of the Reward, if any, that has been allocated to such Participant for purposes of being redeemed by the Participant.
14. All entries will be placed into a Grand Prize draw where there are 5 000 Local Week-end breaks each for a maximum of 4 people being accommodated in one unit. The winners will be notified telephonically of their win by **15 December 2015**
15. Where the Participant is entitled to redeem a specific Reward, as notified by TLC, the following shall apply in respect of the relevant Reward to be redeemed:

Ster-Kinekor 2 for 1 movie card

- TLC will contact the qualifying Participant using the information provided by the Participant on the mobi-site and fax or email a booking form to the Participant to be completed (which shall, *inter alia*, require the Participant to confirm the delivery address in respect of the Reward).
- The completed booking form must be received by TLC by midnight on 15th December 2015, failing which the Reward will be forfeited and the Participant shall not have any claim against the Promoters as a result thereof.
- Once the completed booking form has been received by TLC (by emailing it to bp@tlcrewards.com), the Ster-Kinekor 2 for 1 movie card will be dispatched together with the terms and conditions of the card, via registered mail to the qualifying Participant.
- Please allow 2 to 3 weeks for delivery of the Ster-Kinekor movie card
- The 2 for 1 Ster-Kinekor movie card will expire on 30 November 2016, subject to the terms and conditions thereof.
- Subject always to the separate terms and conditions imposed by the Rewards partner, once the Participant has received the 2 for 1 Ster-Kinekor movie card, the Participant can utilise it once a day to purchase 1 ticket and get the 2nd ticket free. The Participant must purchase the first ticket with a credit or debit card at the Self Service terminals at any participating Ster-Kinekor.



Back Beat Dining 2 for 1 card

- TLC will contact the qualifying Participant using the information provided by the Participant on the mobi-site and will fax or email a booking form to the Participant to be completed (which form shall, *inter alia*, require the Participant to confirm the delivery address in respect of the Reward).
- The completed booking form must be received by TLC by midnight on 15th December 2015 failing which the Reward will be forfeited and the Participant shall not have any claim against the Promoters as a result thereof.
- Once the completed booking form has been received by TLC (by emailing it to bp@tlcrewards.com), the Back Beat Dining 2 for 1 card will be dispatched together with the terms and conditions of the card, via registered mail to the qualifying Participant.
- Please allow 2 to 3 weeks for delivery
- The Back Beat dining 2 for 1 card will expire on 30 November 2016, subject to the terms and conditions thereof.
- Subject always to the separate terms and conditions imposed by the Rewards partner, once the Participant has received the 2 for 1 Back Beat Dining card, the Participant can utilise it once a day at any of the restaurants found on www.backbeatdining.co.za from time to time. The card allows the consumer up to a maximum of a R100 discount on the 2nd meal ordered (The lesser of the 2 main meals is free, up to a maximum of R100). A minimum of 2 people must dine per card with no sharing of meals. A minimum of 2 drinks must be purchased per card. Discount excludes: Specials, starters, desserts, take-aways, side orders, kiddie's meals. **Pre-booking with Back Beat Dining is essential on 0861 232 834.**

Double Sports tickets (local Cricket, Rugby, Soccer)

- TLC will contact the qualifying Participant using the information provided by the Participant on the mobi-site and will fax or email a booking form through to be completed.
- The completed booking form must be received by TLC by midnight on 15th December 2015 failing which the Reward will be forfeited and the Participant shall not have any claim against the Promoters as a result thereof.
- Once the completed booking form has been received by TLC (by emailing it to bp@tlcrewards.com), the double sports tickets will be booked (3 option dates are requested on the booking form). TLC will sms a reference number to the Participant. The Participant must then take the reference number to any Computicket in order to obtain the relevant sports tickets.
- Please note that all bookings are subject to promotional availability.
- Please allow 10 (ten) working days for confirmation of the booking.
- The Reward must be utilized by 31st March 2016 failing which the Reward will be forfeited and the Participant shall not have any claim against the Promoters as a result thereof.
- The sports tickets include any local cricket matches (Ram Slam T20 and Momentum 1 Day cup only), any local rugby match (Currie Cup only) and any local PSL soccer matches (excludes matches not related to the PSL).
- Both tickets need to be utilized during the same match.



R200 off Camelot Spa Voucher (R200 off any 60 minute treatment)

- TLC will email the qualifying Participant, using the information provided by the Participant on the mobi-site, their unique Camelot Spa voucher valued at R200.
- The qualifying Participant must call their nearest Camelot Spa to make their 60 minute spa treatment reservation.
- R200 will be deducted off the final bill, with the balance outstanding to be settled by the qualifying Participant.
- The Participant shall be required to present the voucher at the relevant spa when going for the spa treatment.
- Please note that all bookings are subject to promotional availability.
- The Reward must be utilized by 31st March 2016 failing which the Reward will be forfeited and the Participant shall not have any claim against the Promoters as a result thereof.

R100 NetFlorist voucher

- TLC will sms the qualifying Participant, using the information provided by the Participant on the mobi-site, their unique NetFlorist voucher pin valued at R100.
- The qualifying Participant must visit www.netflorist.co.za to redeem their Reward
- R100 will be deducted off the final bill, with the balance outstanding, if any, to be settled by the qualifying Participant. The voucher pin is valid for one transaction and any unused balance will be forfeited.
- The Reward excludes any purchase of mastershop R99, gift cards or experiences (such as spa treatments or adventure sports, for example).
- Please note that all discounted purchases are subject to promotional availability.
- The reward must be utilized by 31st March 2016 failing which the Reward will be forfeited and the Participant shall not have any claim against the Promoters as a result thereof.

Grand Prizes:

Local Week-end break for a maximum of 4 people sharing 1 unit

- TLC will contact the qualifying Participant using the information provided by the Participant on the mobi-site and will fax or email a booking form to the Participant to be completed.
- The completed booking form must be received by TLC by midnight on 31st January 2016 failing which the Reward will be forfeited and the Participant shall not have any claim against the Promoters as a result thereof.
- Once the completed booking form has been received by TLC (by emailing it to bp@tlcrewards.com), the local week-end break will be sourced and booked by TLC if available (3 options will be requested on the booking form).
- Please note that all bookings are subject to promotional availability and availability is extremely limited during peak seasons (school holidays) and public holidays.
- Please allow 15 (fifteen) working days for confirmation of the booking.
- The Reward must be utilized by 31st December 2016, failing which the Reward will be forfeited and the Participant shall not have any claim against the Promoters as a result thereof.
- Once the reservation has been confirmed via email, one change to the reservation is allowed within 5 (five) days of receipt of the confirmation. No changes or cancellations are allowed after 5 (five) days of receipt of the confirmation. Should the booking be cancelled for whatsoever reason, the Reward will be forfeited and no



negotiations will be entered into and the Participant shall not have any claim against the Promoters as a result thereof.

- This Reward entitles the qualifying Participant to a self catering local weekend break (for a maximum of 4 people sharing 1 unit) at any of the participating resorts (check-in Friday afternoon to check-out Monday morning), subject to availability.
- This Reward is only available to a Participant once such Participant has, during the Promotion Period, submitted valid till slips on the mobi-site to the value of R3,500 or more and such Participant is one of the first 3000 (three thousand) Participants to do so on their created mobi-site profile.

16. For any queries on the promotion, please call TLC on 011 676 7791 between 08h30 – 16h30, Monday – Friday (excludes weekends and public holidays) or contact TLC via email on bp@tlcrewards.com
17. All Rewards partners' terms and conditions, as provided to the Participant at the time that the relevant Reward is redeemed, shall also apply in respect of such Reward, and the Participant, in redeeming and utilising the Reward, agrees to such terms and conditions.
18. Where delivery of reservation confirmation is required, this will be sent via electronic means (i.e. email or sms). The Promoters do not accept any responsibility or liability for the late or non-arrival of such notifications or confirmations.
19. Rewards cannot be redeemed for cash in part or whole and is non-refundable, non-transferrable and non-exchangeable.
20. A validity period is attached to each Reward, as specified herein or within the terms and conditions of the relevant Reward partner (where applicable), as notified to the Participant at the time of redeeming the Reward.
21. The Rewards may not be allocated if the entry procedures or these Terms and Conditions have not been adhered to, or if the Promoters detect and/or suspect any irregularities or fraudulent practices.
22. The Promoters will continuously monitor any irregular behaviour, whether it be in entries and/or Participant's details. Consequently, any violation or attempt and/or suspicion of violation or irregular behaviour and/or non-compliance with these Terms and Conditions will result in immediate disqualification of the Participant.



EXCLUSIONS AND OTHER IMPORTANT TERMS

22. These Terms and Conditions contain certain provisions which appear in similar text style to this clause and which:
- a. may limit the risk or liability of the Promoters or a third party; and/or
 - b. may create risk or liability for the Participant; and/or
 - c. may compel the Participant to indemnify the Promoters or a third party; and/or
 - d. serves as an acknowledgement, by the Participant, of a fact.
 - e. the Participant cannot be a juristic entity and must be an individual;
 - f. The Participant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
23. Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoters in terms of the Consumer Protection Act, 68 of 2008 ("**CPA**").
24. The Participant acknowledges that he/she has been given an appropriate opportunity to first read these Terms and Conditions and that he/she understands and accepts these Terms and Conditions.
25. All Participants participate entirely at their own risk. By reading and accepting these Terms and Conditions, the Participant gives consent to these risks and hereby indemnifies and holds harmless the Promoters, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Promotion and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any of the Promoters.



26. The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participant, or accept any liability for: (a) any inability by the Participant to use the Reward in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the Reward; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the Reward.
27. The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any Reward nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.
28. The Promoters, their directors, employees, agents and distributors, have no responsibility for the administration of the venue(s) in relation to the Rewards and will not accept any liability in relation to the quality, performance or availability of goods and/or services at such venues or related to the Rewards.
29. The qualifying Participant indemnifies the Promoters, their directors, employees and agents, and holds them harmless in respect of any loss, injury, damage or death (if applicable) caused to the Participant at any venue(s) during the Participant's time spent there in relation to the Rewards.
30. The Participant agree to hold the Promoters harmless for any claim made against the Promoters or their respective affiliates by third parties due to the Participant's breach of these Terms and Conditions.
31. The Promoters reserve the right to terminate or extend the Promotion at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Promotion and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers and nominated agents.
32. By entering the Programme in accordance with its terms, Participants acknowledge that the Programme will be managed in accordance with the provisions of the CPA. Qualifying Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the Reward to the Participant. Should any qualifying Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have rejected the Reward.
33. The Promoters reserve the right to vary these Terms and Conditions at any time during the Promotion Period should the need arise by posting such amended terms and conditions on bprewards.mobi. Any queries in this regard, and a copy of these Terms and Conditions can also be obtained by calling TLC on (011) 676 7791 during office hours (Monday to Friday 08h30 – 16h30) – excludes weekends and public holidays, throughout the Promotion Period.
34. The Participants indemnify the Promoters and participating BP Southern Africa services stations and the franchised store entities, as contemplated in clause 5 above, from any and all claims arising howsoever from their participation in this Promotion.
35. The Participants further indemnify the Promoters and participating BP Southern Africa services stations and the franchised store entities, as contemplated in clause 5 above from any claim should this Promotion be called off or extended for any reason whatsoever. Consequently, all Participants agree to waive any rights that they may have in terms of the



Promotion and acknowledge that they have no recourse against the Promoters and such participating BP Southern Africa services stations and the franchised store entities.

36. Without detracting in any way from the Promoters' rights in terms hereof, if required, as a result of a change in legislation by the Minister of Trade and Industry or the Department of Energy, or if the Promotion is declared unlawful, the Promoters reserve the right to terminate the Promotion immediately and without notice. In the event of such termination all Participants agree to waive any rights they may have accrued in terms of the Promotion and acknowledge that they have no recourse against the Promoters or their promotional agents.
37. Notwithstanding anything to the contrary contained in these Terms and Conditions, the Promoters reserve the right to amend, modify, change postpone suspend or cancel this Promotion and any Reward (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters deem necessary. At the end of the Promotion for whatsoever reason, all of the Promoters' obligations in regard to the Promotion as well as in regard to the Rewards shall cease to exist.
38. This Promotion is only open to South African citizens who are residing in South Africa at the time of submission of the till slip on the mobi-site to enter the Promotion and are aged 18 years or older.
39. This Promotion excludes employees of the Promoter, their merchandisers, advertising promotional and PR agencies and all their immediate family members, as well as employees and their immediate family members associated with the suppliers of goods and services with the BP Southern Africa Promotion.
40. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.