



Terms and Conditions

1. General

Reference to “BP” in these terms and conditions shall mean BP Southern Africa (Pty) Limited (Registration no. 1924/0026202/07).

The terms and conditions listed below are in addition to the Avios terms and conditions associated with the Avios loyalty awards as presented to the participant upon enrolling on the Avios web site (www.avios.com) (“the Avios Terms and Conditions”).

2. Loyalty Programme Product Inclusions and Exclusions

Only eligible wet stock products, being D500, D50, ULP95, ULP93 and LRP, purchased from participating BP retail outlets (“BP sites”), are included for purposes of earning Avios points in respect of the BP offering contained in the Avios Loyalty programme (“the Loyalty programme”).

For the avoidance of doubt, top-up oils and all other dry stock items are excluded from the BP offering in terms of the Loyalty programme.

3. Avios Points To Be Earned

Avios points may be earned on each eligible fuel transaction by Avios members in possession of a registered Avios card, which points are computed and allocated only to the person registered with Avios and linked to the relevant Avios card at a rate of 1 (one) Avios point for each 2 (two) Litres of eligible fuel purchased from a participating BP site. Avios points earned will be rounded up or down to the nearest whole integer.

BP reserves the right to change, amend or supplement the Avios points allocation offering to members from time to time, whether as a result of a particular promotion or otherwise, the details of which may be communicated to members via the standard Avios membership communication channels or by BP directly. All changes shall become effective as from the date specified in such communication.

4. Programme Participation

4.1 BP’s retail customers who are natural persons and who qualify to be Avios members in terms of the Avios Terms and Conditions are permitted to participate in the Loyalty programme, save that, in addition to the persons excluded in terms of the Avios Terms and Conditions, the following persons shall not be entitled to participate in the Loyalty programme and shall accordingly not be allocated Avios points for activities at BP’s retail sites:

- BP’s Wholesale customers;
- Wholesale customers of Masana Petroleum Solutions (Pty) Ltd’ (“Masana”);
- BP and Masana’s customers on BP’s private label methods of payment (i.e. BP FuelMaster and BP FuelCard methods of payment);

- bank contracted customers using BP FuelMaster technology.

4.2 Subject always to 4.1 above and to such further requirements and conditions as BP may specify from time to time, private motorists using the following methods of payment are eligible to participate in the Loyalty programme:

- i. Cash
- ii. Cheque
- iii. Local Account payment (in terms of an arrangement with the relevant BP Franchisee or Dealer)
- iv. Bank-issued cards, including:
 - Debit cards
 - Credit cards
 - Cheque cards
 - Petrol or Garage cards.

4.3 Subject always to 4.1 above and to such further requirements and conditions as BP may specify from time to time, private fleet owners using the following methods of payment are eligible to participate in the programme:

- i. Cash
- ii. Cheque
- iii. Local Account payment (in terms of an arrangement with the relevant BP Franchisee or Dealer)
- iv. Bank-issued cards, including:
 - Debit cards
 - Credit cards
 - Cheque cards
 - Petrol or Garage cards
 - Fleet cards.

4.4 Subject always to the requirements of the Avios Terms and Conditions, a customer may:

- i. register for an Avios account online, which Avios account shall be linked to the specified card;
- ii. link a maximum of 10 (ten) cards to an Avios online account;
- iii. provide for other persons to swipe the card linked to the customer's account,

provided always that any points validly accumulated on any cards linked to a specific customer's account shall be accrued/awarded to the relevant customer's account to which such card is linked.

4.5 BP reserves the right to review and/or amend the eligibility, collection and Avios point earn mechanism specified in these terms and conditions from time to time.

5. Loyalty Programme Participation Non-Eligibility

5.1 The following shall also be excluded from participating in the Loyalty programme and shall not be eligible for the accumulation of Avios points:

- a. fuel transactions equal to or exceeding 200 litres per transaction;
- b. vehicles with a tank capacity equal to or exceeding 200 litres;
- c. transactions involving the swiping of a loyalty card for purchases made by a person other than the card holder, to the extent that, in the reasonable opinion of Avios and/or BP, such

action has been done with the intention of fraudulently gaining Avios points and/or where BP or Avios is of the reasonable opinion that the relevant person is knowingly a participant to such fraudulent conduct. Without limiting the foregoing, such prohibited conduct shall include, for example, a BP forecourt employee swiping their own or any other person's card when a customer does not present a card at the time of an eligible purchase; or

d. any transaction involving fraud or illegal activity.

5.2 Save as specifically provided for by Avios in terms of the Avios Terms and Conditions, no person (including but not limited to any employee of BP or an employee of any BP dealer or franchisee) other than the relevant customer who made such eligible purchase may be allocated the Avios points associated with such customer's purchase, for any reason, even if the relevant customer offers to allocate such points to such person.

6. Disclaimer – Fleet Operators' Drivers

The private and commercial fleet operator's understand that BP and Avios have no way of implementing any of the operator's internal operational policies and/or regulations that, for example, prevent the employees (drivers) of such operator from benefitting personally from their employer's fuel purchases. It is, therefore, the operator's responsibility to enforce its internal policies.

Neither BP nor Avios will be able to determine whether or not Avios points have been earned with the fleet operators' permission or in accordance with its policies. In the circumstances, no action will be taken by either BP or Avios in this regard. Neither BP nor Avios shall not be held liable in any way (including, but not limited to, in respect of any taxes) to the operator or to the employees or contractors of the operator as a result thereof.

7. Registration of Cards

It is the responsibility of the card holder to register with Avios his/her card(s) collected at the BP sites. Transactions associated with unregistered cards will expire six (6) months after the transaction date if the associated card is not registered within that time period. The BP/Avios co-branded cards may only be used at participating BP sites.

8. Manual Entry of Card Number on the Card Terminals

British Airways Executive Club transactions may not be manually captured on the card terminal (the actual British Airways Executive Club card must be swiped).

Other Avios cards, save for the British Airways Executive Club card, may be manually captured on the card terminal.

If the card holder's details are entered manually, the card holder shall be required to ensure that the card numbers and other details are entered correctly. BP will not be responsible for any finger errors or any other errors relating to the processing of such transaction.

If, however, an error is identified at the time of the transaction, the relevant site manager may cancel the transaction and re-enter the transaction with the correct card details.

No Avios points will be awarded to a customer if the customer's card or card number is not presented at the time of the relevant transaction.

9. Lost, Stolen and Damaged Cards

Replacement cards in respect of lost, stolen or damaged cards may be ordered from Avios directly via its customer HelpDesk located in South Africa. Alternatively, a registered Avios customer can collect a new anonymous card at any participating BP site and register that new card number against his/her Avios account via the Avios website.

Where the unregistered, anonymous collection card is lost or damaged, the customer can collect another unregistered card from any BP retail site and register that card number against his/her Avios account on the Avios website.

When an unregistered, anonymous collection card is lost prior to registration, the transactions made on such card cannot be awarded under any circumstances. Avios will not award points retrospectively in these instances. BP shall not be held liable for any Avios points lost in this regard.

In the event that a British Airways Executive Club card is defective, the customer shall be required to contact Avios directly and follow the process specified by Avios from time to time in respect of the collection of Avios points.

10. Stolen or Broken Card Terminals At The BP Sites

In cases where valid loyalty transactions are lost, either through:

- (a) a Swipa terminal being stolen; or
- (b) a Swipa terminal breaking and becoming completely inoperable,

the Avios customers may be entitled to retroactive earning of Avios points, in accordance with the process specified by Avios from time to time.

11. Amending of terms and conditions

BP reserves the right to amend, replace, or supplement these terms and conditions from time to time.

12. General Provisions

- 12.1 BP shall not be liable in any way for any loss, damages or costs suffered by the customer arising, either directly or indirectly, from the allocation to or redemption by the customer of Avios points. In no circumstances shall BP be liable for any indirect or consequential damages howsoever arising.
- 12.2 BP shall not be liable for any loss, damages or costs resulting from the alteration to, or termination of the Loyalty programme whether by Avios or otherwise, except where such loss, damages or costs is caused directly and exclusively by BP's gross negligence or wilful misconduct.
- 12.3 In no event will BP be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to or use of this website or any information contained in it, including loss of profit and the like whether or not in the contemplation of the parties, whether based on breach of contract, delict, product liability or otherwise, even if advised of the possibility of such damages.

12.4 Where BP provides links to websites operated by anyone other than BP, BP is not responsible for the control of, or the material on such sites. Consequently, by providing a link to other websites BP does not endorse the material on such sites nor the owner or managers of such website.

12.5 These terms and conditions shall be governed by the laws of the Republic of South Africa.