

bp Dream Machine Promotion South Africa

Terms & Conditions

The terms and conditions set out below ("Terms and Conditions") apply to the bp Dream Machine Promotion ("Promotion") being run and administered by bp Southern Africa (Pty) Ltd with its registered address at 199 Oxford Road, Oxford Parks, Dunkeld, 2196 ("Promoter" or "us" or "we").

These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials.

Prize redemption instructions are deemed to form part of the Terms and Conditions. By entering this Promotion, you are deemed to be a participant ("hereinafter referred to as "you" or "participant") and all participants will be deemed to have accepted and shall be bound by these 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 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 important that you read all of these Terms and Conditions carefully and not only what we point out below.

1.1. Limitation of risk, legal responsibilities and liability. Clauses 8, 10, 13 and 14 herein 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, the Promoter for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clauses 10 and 14 herein below are particularly important because you take on risk, legal responsibilities and liability. In terms of these clauses, 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 these clauses.

1.2. Indemnities by you. Clause 10 herein below requires 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 your participation in the Promotion. 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.

2. The Promotion is only valid in South Africa and is open only to a natural person, who: i) is a legal resident in South Africa as either (a) a South African citizen; (b) a South African permanent resident; or (c) a student or professional in possession of a valid South African permit; and (ii) is at least 18 (eighteen) years old.

3. The Promotion is not open to the Promoter, including its employees agencies, sales agents/merchandisers, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or to 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. The Promotion is not open to employees and their immediate families of the Promoter.
4. Participation in the 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 the 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 at www.bpdreammachine.co.za/tsandcs
5. The promotion will run from 25 October 2021 at 00h00 and end on 3 January 2022 at 23h59 ("the Promotion Period"). No entries received before or after the Promotion Period will be accepted.
6. Participants wishing to participate in the Promotion must:
 - 6.1. spend R50 (fifty rand) or more at any participating Wild Bean Cafe, bp Express or Pick n Pay Express store (excluding the purchase of airtime, cigarettes, electricity, fuel and LPG), or spend R150 (one hundred and fifty rand) or more on fuel at any participating bp forecourt;
 - 6.2. scan the QR code located in-store and the promotional leaflet, or go to www.bpdreammachine.co.za and follow the prompts to complete a once off registration, enter their cell phone number and submit a picture of their valid unique till slip;
 - 6.3. retain their till slip as proof of purchase; and
 - 6.4. complete a new purchase within the values defined in clause 6.1, for each new entry submitted on the platform.
 - 6.5. enter the cell phone number that is owned and registered to that Participant. No other person can use another person's cell phone or cell phone number for the entry into the Promotion. If it is discovered that a Participant has entered a cell phone number that is not registered to that Participant, he/she will automatically be disqualified, and will be required to refund to the Promoter any prize(s) that such Participant may have received from the Promoter.
 - 6.6. not enter the promotion using more than one cell phone number. This is to avoid additional fraud being conducted by multiple SIM card owners.

- 6.7. enter using a phone number that is contactable during office hours (i.e. 08h00 to 17h00, Monday to Friday, excluding Public Holidays).
7. By participating in the Promotion and following the steps set out in clause 6, you stand a chance to win a share of R2,500,000 (two million five hundred thousand rand) in cash prizes, broken down into 50 x R50,000 individual cash prizes. The following shall apply to the Promotion:
 - 7.1. Winners will be selected each week, for 10 weeks, with a total of 50 winners being selected.
 - 7.2. Potential winners will be selected each week by means of a random computerised draw, conducted in the presence of an independent registered auditor, with a certified auditor's report supplied for each draw, with the results of such draw being capable of being audited at any time to verify its randomness and accuracy.
 - 7.3. The draws will take into consideration all entries received from 00h00 on 25 October 2021, up until 23h59 on the day before each draw.
 - 7.4. The draws will take place weekly on either a Monday or Tuesday, accounting for public holidays falling on a Monday during the Promotion Period, with the first draw taking place on 2 November 2021 and the last draw taking place on 4 January 2022.
 - 7.5. Potential winners will be sent an SMS on the cellphone number used to enter the competition, with instructions to follow a link supplied in the SMS, to complete an online form for final verification, before they can be confirmed as a winner. Any potential winner who fails to follow the link and complete the online form within 48 hours of receipt of their SMS, will forfeit their chance and will be replaced by a potential standby winner.
 - 7.6. Potential standby winners will be sent an SMS on the cell phone used to enter the promotion and will need to follow the same process as described in clause 7.5, in order to verify their details and purchase before they can claim their prize.
 - 7.7. A potential prize winner is not an actual Winner, until his/her status as a Participant is confirmed, his/her entry submission is validated and his/her qualifying documents (including proof of the transaction, ID number, proof of bank account) are completed and submitted to the Promoter within the time period required by the Promoter.
 - 7.8. If the potential winner does not supply their valid proof of ID number and proof of bank account within 48 hours of receiving the first email notification requesting said documents, to the Promoter, they will forfeit the chance of winning the prize.
 - 7.9. Prizes will be paid via EFT to the winner's South African bank account within 28 (twenty-eight) days after the winner's personal details and bank account has been confirmed in writing and verified.

7.10 In relation to the Promotion and entries received during the Promotion Period: i) a unique cell phone number may only win once; ii) a unique user may only win once; iii) only one person per family may win; iv) only one person per fixed abode or household may win; and v) a unique till slip may only be used once for entry.

7.11 Winner(s) to note that complete prize fulfilment can take up to 30 days from the date that the verification process has been successfully completed in terms of clause 7.7.

8. No responsibility will be accepted by the Promoter, its associated companies (its directors, officers and employees), agents and suppliers, for any prizes which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.
9. All winners will be required to produce proof of identity during the validation process and upon receipt of their prizes. Failure to do so will result in a forfeit. Winners may not change their details, address, or banking information once it has been submitted and prior to receiving the prize. Any attempt to do so will result in a forfeit
10. As far as the law allows, all Participants indemnify the promoter and 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 prize.
11. By taking part in this Promotion, Participants hereby warrant that all information submitted to the Promoter is true, current and complete.
12. The Promoter may decline to award a prize if there is a reasonable suspicion of any irregularities or fraudulent activities.
13. As far as the law allows, all warranties and representations concerning the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
14. 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 Participant is 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 14, 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.
15. 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 to conduct 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.

16. 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.
17. These Terms and Conditions shall be governed by the laws of South Africa.
18. 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.
19. The Promoter's decision is final and binding and no correspondence will be entered into.
20. If you require any help or have any enquiries in respect of the Promotion, please use the email address: ccsacustomerservice@bp.com