

PICK N PAY SMART SHOPPER – BP R20 REDEMPTION

SMART SHOPPER COMPETITION

TERMS AND CONDITIONS

1 TERMS AND CONDITIONS

1.1 The promoters to this competition are:

1.1.1 Pick n Pay Retailers Pty Ltd (“Pick n Pay”) (registration number: 1973/004739/07) a company incorporated in the Republic of South Africa and having its registered address at 101 Rosmead Avenue, Kenilworth, 7708; and

1.1.2 BP Southern Africa Pty Ltd (“bp”) a company incorporated in the Republic of South Africa and having its registered address at 199 Oxford Road, Dunkeld, Johannesburg, South Africa,

(collectively hereinafter referred to as the “promoters”).

1.2 All persons entering the Pick n Pay Smart Shopper Competition (“**the promotional competition**”) (“**the entrants**”) agree that the competition rules as set out in these terms and conditions are binding on them. A copy of these terms and conditions is available at www.pnp.co.za.

2 IMPORTANT NOTICE

2.1 These terms and conditions and competition rules contain certain terms and conditions which appear in similar text style to this clause and which:

2.1.1 may limit the risk or liability of the promoter or a third party; and/or

2.1.2 may create risk or liability for the entrant; and/or

2.1.3 may compel the entrant to indemnify the promoter or a third party; and/or

2.1.4 serves as an acknowledgement, by the entrant, of a fact.

2.1.5 the entrant cannot be a juristic entity and must be an individual;

2.2 The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.

2.3 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 entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

2.4 The entrant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and the he/she understands and agrees to the terms and conditions.

2.5 All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoters and Pick n Pay Stores Limited and all entities in the Pick n Pay group and/or the bp group, 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 competition 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 indemnified party.

3 RULES OF THE COMPETITION

3.1 This competition opens on 1 May 2021 and closes at midnight on 31 May 2021.

3.2 Smart Shoppers entering this competition are eligible to win the following prize:

Allocation of the prize to 20 (twenty) lucky winners in total:

Be 1 of 20 lucky winners who will receive R5 000 in PnP grocery vouchers and R5000 in bp fuel vouchers.

The prize is not interchangeable and the allocation is at the full discretion of Pick n Pay and bp and is not negotiable.

3.3 The winner will be contacted by Pick n Pay Call Centre, before being handed over to the supplier to arrange for delivery details.

3.4 Prizes are not transferable and may not be exchanged for cash or other prizes.

3.5 In order to qualify as an entrant for this promotional competition:

3.5.1 the entrant must live in the Republic of South Africa;

3.5.2 the entrant must provide correct and full personal details, as required;

3.5.3 the entrant must be 18 years old or older;

3.5.4 the entrant cannot be a juristic entity and must be an individual;

- 3.5.5 the entrant must be a registered Pick n Pay Smart Shopper at the time of the transaction.
- 3.5.6 The promoters, Pick n Pay Retailers (Proprietary) Limited, any entity in the Pick n Pay group and/or the bp group, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this promotional competition.
- 3.6 To enter the promotional competition, the entrant must: -
- 3.6.1 be a registered Pick n Pay Smart Shopper card holder prior to the relevant qualifying transaction.
- 3.6.2 spend R20 or more in Smart Shopper points towards fuel at a participating bp service station in South Africa and swipe their Smart Shopper card before tender of the products, between 1 May 2021 and 31 May 2021.

4 **SELECTION OF WINNERS**

- 4.1 Winners will be selected by / before 30 June 2021. This date is subject to change by the promoters without notice.
- 4.2 Entrants to whom prizes will be awarded will be selected through a random draw.
- 4.3 Winners will be contacted via email or telephonically starting from 1 July 2021 (or as from such later date which is as soon as reasonably possible after the winners are selected). Winners that have no valid communication will be excluded from the draw. If winners have not been able to be contacted within 5 working days, they will forfeit and a backup winner will be selected.
- 4.4 Pick n Pay reserves the right to disqualify a winner if he/she does not respond to the email or telephone call within one week of winner selection and randomly select a replacement winner from the competition entries. In such circumstances, the replacement winner shall be contacted via email or telephonically by Pick n Pay as soon as reasonably practicable and shall be required to respond to Pick n Pay in the manner set out in such correspondence. In the event that the replacement winner fails to respond to Pick n Pay as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details a redraw shall take place in respect of that specific prize.

4.5 The promoters reserve the right to amend these terms and conditions as well as terminate the competition at any time, including the right to terminate the competition immediately at any time and without notice where circumstances beyond their reasonable control prevent the promoters, their associated companies (directors, officers and employees) agents and/or suppliers, from continuing with the competition. This includes but is not limited to any directive from the Department of Energy, or any other competent authority, to cease the competition. In the event of any termination of the competition, as far as the law allows, all entrants agree to waive any rights that they may have in terms of the competition and the entrants shall have no recourse against the promoters, their associated companies (directors, officers and employees) agents and/or suppliers, in respect of and/or arising out of such termination.

5 GENERAL

5.1 By entering the competition in accordance with its terms, you are entering a promotional competition for the purposes of the Consumer Protection Act, 2008 ("CPA") and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the promoters to comply with their obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery.

5.2 The names of the prize winners will be published on the Pick n Pay and/or the bp website and/or on social media subject to the winner's consent.

5.3 Winners may be requested to take part in the promoters' publicity campaigns or to allow their names and likenesses to be used by the promoters for promotional purposes. Winners are, however, entitled to decline such request.

5.4 The promoters shall conduct the competition, and the promoters' decision on any matter related to the competition, including the selection of prize winners is final and no correspondence will be entered into.

5.5 As far as the law allows the promoters, any entity in the Pick n Pay group and/or the bp group (their directors, officers and employees) agents and suppliers, shall not be responsible for a entrant's failure to access the competition for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.

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

5.7 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.

- 5.8 Any queries in this regard, and a copy of these rules can be found at www.picknpay.co.za or by calling the consumer services division on 0860 30 30 30 during office hours throughout the period of the competition