

WILD BEAN CAFÉ LOYALTY CARD TERMS & CONDITIONS

The terms and conditions set out below ("Terms and Conditions") apply to the Wild Bean Café "Wild Meal Deal Loyalty Card" promotion ("Promotion") being run and administered by BP Southern Africa (Pty) Ltd ("Promoter" or "us" or "we"). The Promoter has its registered address at 199 Oxford Road, Oxford Parks, Dunkeld, 2196.

These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to a participant in this Promotion ("participant" or "customer" or "you") by us, including advertising or promotional materials.

Redemption instructions related to the Promotion are deemed to form part of the Terms and Conditions, and by entering this Promotion, all participants will be deemed to have accepted and shall be bound by, the Terms and Conditions, which shall be interpreted and construed in accordance with the laws of the Republic of South Africa. This version of the Terms and Conditions applies to participants in the Republic of South Africa.

1. IMPORTANT PROVISIONS

In terms of the Consumer Protection Act, No. 68 of 2008 ("CPA") we specifically point out to you certain important provisions in these Terms and Conditions. It is, however, important that you carefully read all the provisions of these Terms and Conditions and not merely these specific provisions

1.1. **Limitation of Risk, Legal Responsibilities and Liability.**

Clauses 8, 11 and 12 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, us for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clause 12 herein below is 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 by you.** Clause 9 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 the events set out therein. 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 valid only in South Africa and is open to every citizen and/or legal resident of South Africa that is aged 18 or over.
3. 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.
4. The promotion will run from 1 September 2021 at 00h00 and end on 30 November 2021 at 23h59 ("the Promotion Period"). No combo deal variant purchase redemption made before 1 September 2021 and after 30 November 2021 at 23h59 will be accepted. The offer is subject to availability of both the loyalty card and stock of cinnamon donuts at each of the relevant participating Wild Bean Cafés. A completed loyalty card containing the required stickers, as contemplated in clause 5.3, shall be capable of being redeemed at any participating Wild Bean Café during the Promotion Period.
5. To participate in the Promotion and to receive a FREE Cinnamon Donut on your third purchase, you must, during the Promotion Period (and subject to the availability of the loyalty card at the specific site):
 - 5.1. Purchase, at the *advertised prices, a participating product combination deal at any participating Wild Bean Café in South Africa, which participating product combination deal consists of a *500 ml Cappuccino and either a Pie, a Muffin or Cinnamon Donut *(prices and offer differ between Full-serve and Self-serve sites);
 - 5.2. At the time of completing the relevant purchase at the participating Wild Bean Café, you must collect a sticker from that Wild Bean Café to confirm your purchase of the participating product combination deal; and
 - 5.3. Once all three stickers have been placed in a row on your accompanying loyalty card, which loyalty card will also be available at participating Wild Bean Cafés, you must hand your completed loyalty card/completed strip torn off the Loyalty card, to a participating Wild Bean Café and receive one FREE Cinnamon Donut with your third purchase of a participating product combination deal.
6. This Promotion is available at participating Wild Bean Café stores in South African only. Please note that the price of the participating product combination deal may differ at various Wild Bean Café sites.

7. This loyalty offer may not be used in conjunction with any other Wild Bean Café promotional offer.
8. No responsibility will be accepted by the Promoter, its associated companies (including 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. As far as the law allows, all participants indemnify the Promoter and its associated companies (including their directors, officers and employees) agents and suppliers, against any and 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.
10. The Promoter or the relevant Wild Bean Café may decline to award a prize if there is a reasonable suspicion of any irregularities or fraudulent activities.
11. 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.
12. 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 12, 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, where applicable.
13. 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 (including its directors, officers and employees) agents and suppliers, in respect thereof.
14. As far as the law allows the Promoter, its associated companies (including its 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.

15. Any free items or prizes are not transferable and are not redeemable for cash.
16. The Promoter may require you (at no fee) to be identified, photographed, filmed and the foregoing to be published in any media, subject to your right to decline participating in any such marketing activities.
17. In the event of a dispute, the decision of the Promoter will be final and binding and no correspondence will be entered into.
18. The Promoter reserves the right to substitute any prize with another item of similar value. The Promoter will interpret these Terms and Conditions in their sole discretion and reserves the right to amend these Terms and Conditions at any time.
19. 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.
20. Any Competition related queries may be directed to Fresh Advertising & Marketing +27 (0) 21 556 3867 or info@freshba.co.za from Monday to Friday, 8:30am to 5:00pm.