

Wild Bean Café Big Deal Promotion South Africa

Terms & Conditions

The terms and conditions set out below ("Terms and Conditions") apply to the BP Express Wild Bean Café Big Deal 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.

Prize redemption instructions 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 will 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 just these specific provisions:

- 1.1. **Limitation of risk, legal responsibilities and liability.** Clauses 9, 11, 13 & 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, us for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clause 14 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 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 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 South African citizen and legal South African resident.
3. The Promotion is not open to any agencies, sales agents/ merchandisers, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or 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.

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.
5. The promotion will run from 1 September 2021 at 00h00 and end on 30 November 2021 at 23h59 (“**the Promotion Period**”). No entries received before 1 September 2021 and after 30 November 2021 at 23h59 will be accepted.
6. Participants wishing to participate in the Promotion must, during the Promotion Period:
 - 6.1. Purchase any participating Big Deal promotional combination (being any Big Deal Pie and 500ml Reboost purchased in the same transaction) from a participating Wild Bean Cafe, BP Express or Pick n Pay Express in South Africa.
 - 6.2. Send an SMS with their name and province to 45101 and retain their till slip as proof of purchase. SMSs are charged at R1.50. Free and bundled SMSs do not apply.
7. You stand a chance to win 1 of 20 R5000 BP vouchers. The following is applicable in respect of the Promotion:
 - 7.1. The number of winners awarded will differ from week to week, with a total of 20 winners being selected by the end of the promotion period.
 - 7.2. Winners will be selected by means of a random computerized draw and verified by an authorised independent auditor or third party.
 - 7.3. The draws will take place weekly each Wednesday (or such other day in the week as may be notified by the Promoter).
 - 7.4. Winners will be contacted telephonically, on the cellphone number used to enter the Promotion.
 - 7.5. Attempts will be made to contact potential winners twice within a 48 hour period after the draw and should the potential winner fail to answer and confirm the required details, they shall forfeit the prize, and a new winner will be drawn and verified.
 - 7.6. Winners will be required to submit a valid till slip via email (or by such other method as may be confirmed by the Promoter), to confirm purchase, before they may claim their prize. All winners will be required to produce proof of identity during the validation process and upon delivery of their prizes. Failure to produce the valid till slip and/or identification upon request will result in a forfeit of the prize.
 - 7.7. Prizes will be delivered to winners via courier within 28 days of the till slip confirmation and eligibility verification. Only 1 (one) prize may be won in respect of this Promotion per household or fixed abode (as determined by the delivery address, which address may not be changed once it has been provided by the winner).
 - 7.8. A unique cell phone number may only win once and a unique user may only win once in respect of this Promotion.

- 7.9. The Promoter reserves the right to change the indicated draw dates immediately (with or without notice, at its election) as well as the Promotion Period, including in circumstances where circumstances beyond its reasonable control prevent the Promoter, its associated companies, agents and suppliers, from conducting the draws within the stipulated period. In the event of such adjustment, 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.
8. You may enter the Promotion as many times as you like during the Promotion Period, but you will need to make a new purchase of a participating product combination during the Promotion Period from any participating Wild Bean Café, BP Express or Pick n Pay Express in South Africa, with a new and valid till slip being required for every entry submitted.
9. 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.
10. 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.
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 (including its 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.

16. 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.
17. Any free items or prizes are not transferable and are not redeemable for cash.
18. 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.
19. In the event of a dispute, the decision of the Promoter will be final and binding and no correspondence will be entered into.
20. 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.
21. These Terms and Conditions shall be governed by the laws of South Africa.
22. 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.
23. All queries relating to the Promotion 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.