



BP Specific Customer Terms and Conditions : Pick n Pay Smart Shopper Programme

SUMMARY: Documents the BP specific terms and conditions for the BP Pick n Pay Smart Shopper Loyalty Programme

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1. General

BP Southern Africa (Pty) Ltd (“BP”) and Pick n Pay Retailers (Proprietary) Limited (“Pick n Pay”) have partnered to offer Smart Shopper customers holding a valid and physical Smart Shopper card the ability to earn points on both petrol and diesel when filling at participating BP sites.

The terms and conditions listed below are to be read in conjunction with the Pick n Pay Smart Shopper Programme terms and conditions associated with the Smart Shopper loyalty rewards which can be found on the Pick n Pay web site at <http://www.picknpay.co.za/smartshopper-terms-and-condition> (“the Smart Shopper Programme Terms and Conditions”). These terms and conditions shall be governed by the laws of the Republic of South Africa.

2. BP Eligibility Transaction Criteria and transaction Limits

Please note that you cannot earn Smart Shopper Points if you are a BP FuelMaster, Fuelmaster Plus, Masana Fuel Card, Fuel Master Card and Masana Contracted Fleet Move customer and paying using one of these payment types when fuelling at participating BP service stations. As such, these are considered to be non-Eligible Transactions for the purposes of the earning of Smart Shopper points under the Pick n Pay Smart Shopper Loyalty Programme (“the Pick n Pay Programme”).

BP and Pick n Pay reserve the right to amend the list of Eligible Transactions accepted at BP service stations for the purposes of the earning and/or redeeming of Smart Shopper points under the Pick n Pay Programme.

We have introduced the following daily limits on Smart Shopper points:

- No Smart Shopper card may be swiped at participating BP Service Stations more than 5 (five) times in a day (the transaction limit applies irrespective of whether the transaction relates to earning or redeeming Smart Shopper points at participating BP Service Stations);
- Points may be earned on a maximum of 200l (two hundred litres) per transaction;
- Points on fuel purchases may only be earned up to a maximum upper limit per card of 500l (five hundred litres) per day;
- The minimum Smart Shopper points that may be redeemed by you in respect of the payment for fuel at participating BP Service Stations is points to the value of R20 per transaction;
- The maximum daily value of Smart Shopper points that may be redeemed by you in respect of the payment for fuel at participating BP Service Stations is points to the value of R3000 per day.

In the event of a dispute regarding the Pick n Pay Programme and the implementation or interpretation of these terms and conditions (including but not limited to the determination of Eligible Transactions), the decision of BP and Pick n Pay shall be final and binding.

Pick and Pay store accounts cannot be used to purchase fuel at participating BP sites.

3. Earning and Redemption of Points

Smart Shopper points may be earned on the purchase of fuel by Smart Shopper customers in possession of a valid and physical Smart Shopper card but may not be earned in respect of those exclusions mentioned above under eligibility transaction criteria and transaction limits. It is the responsibility of the card-holder to register his/her Smart Shopper card.

Should you require a Smart Shopper Card, you can obtain one from your nearest Pick and Pay store or participating BP service station, subject to availability.

Smart Shopper points are earned by, and awarded to, the Smart Shopper card holder at a rate of 10 (ten) Smart Shopper points for every 1 (one) litre of fuel purchased from participating BP service stations (subject to the Smart Shopper Programme Terms and Conditions). For the avoidance of doubt, fuel purchased by you at participating BP Service Stations by way of the redemption of Smart Shopper points will be taken into account for purposes of calculating the total volume of fuel purchased in respect of the relevant transaction for the earning of Smart Shopper points.

Smart Shopper points earned on Eligible Transactions will be calculated by rounding down to the nearest whole litre of fuel purchased from a participating BP service station.

Bonus Smart Shopper points, including launch offers or interim offers, communicated through campaigns and promotions via the standard Smart Shopper communication channels or by BP directly, may be earned on the purchase of fuel at participating BP service stations from time to time.

BP and Pick n Pay reserve the right to change the Smart Shopper points allocation offering to customers associated with this BP and Pick n Pay fuel offering from time to time. All changes shall become effective as from the date specified in such communication.

Smart Shopper points may not be earned or redeemed at BP Express Stores but may be earned or redeemed at Pick n Pay Express stores located at BP service stations.

Smart Shopper points may only be earned using a valid and physical Smart Shopper card at a participating BP service station.

With effect from 26 August 2019, you shall be entitled to redeem your available Smart Shopper points at participating BP Service Stations for the purchase of fuel, subject to the limitations contemplated in paragraph 2 above (BP Eligibility Transaction Criteria and transaction limits). It remains your responsibility, prior to filling up at a BP Service Station, to determine whether the relevant BP Service Station is a participating BP Service Station for purposes of the redemption of Smart Shopper points for the purchase of fuel. BP and Pick n Pay does not guarantee that a relevant BP Service Station will be in a position to process any proposed redemption of Smart Shopper points for the purchase of fuel. You will, accordingly, remain liable for the payment of the full purchase consideration in respect of the fuel where a BP Service Station is, for whatsoever reason, unable or unwilling to redeem the Smart Shopper points for the purchase of fuel.

No BP forecourt employee may accept a Smart Shopper customer's points, for any reason, even if the Smart Shopper customer offers to give the points to the employee.

A customer cannot earn Smart Shopper points at a participating BP service station if his/her Smart Shopper card is not presented at the time of purchase.

If you are unable to earn Smart Shopper points at the participating BP service station due to technical issues, and you have presented your Smart Shopper card in respect of an Eligible Transaction you can contact the Pick n Pay Call Centre and kindly provide your relevant proof of purchase which includes fuel receipt, card number and the payment device receipt showing that the transaction failed due to technical reasons.

4. Right to suspend or block cards

BP and Pick n Pay reserves the right to suspend or block cards where BP's eligibility criteria, as contemplated in paragraph 2 above, are not met or the relevant limits are not adhered to, or where there is, in Pick n Pay and/or BP's reasonable opinion, a suspicion of fraudulent or unusual activity in relation to the Smart Shopper card, or where the Pick n Pay Programme rules have been bypassed or breached and any Smart Shopper points earned or redeemed on such suspicious transaction(s) will be cancelled. BP reserves the right to claim from the customer payment, on demand, of the cost to BP of any points that may have been incorrectly issued or redeemed as a result of the suspicious transaction(s) committed by the customer, as herein contemplated. The

customer shall have no claim against BP or Pick n Pay as a result of such cancellation of Smart Shopper points.

5. On-going Communication

BP would like to contact you and share our promotions, competitions and campaigns. By opting in to receive communication from BP you are actively consenting to receive information about BP promotions and competitions and to BP using your data for the purposes and in the manner stated below, via the channels based on the contact details provided by you. You may opt out from receiving BP communications at any time by sending an opt-out notification to BP.

BP will only use your data for the purpose of sending you information about promotions and competitions it is running from time to time and to enhance its offering to you. In carrying out the purpose, BP may require data analytics and segmentation to be carried out by BP's service providers based outside of South Africa. No personal contact data will be included in any such data analytics and segmentation.

6. General provisions and limitation of liability

As far as the law allows, all warranties and representations (whether express, implied or tacit) in relation to the Pick n Pay Programme and BP's participation therein which are not set out in these terms and conditions are hereby excluded.

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.

BP reserves its right to amend its participation in the Pick n Pay Programme on notice to you.

7. Amending of terms and conditions

BP and Pick n Pay reserve the right to amend, replace, or supplement these terms and conditions from time to time.