

**BP Forecourt
Smart Shopper Millionaire Competition
Terms & Conditions**

The terms and conditions set out below ("**Terms and Conditions**") apply to the **BP Forecourt Smart Shopper Promotion** (the "**Promotion**") being run and administered by **BP Southern Africa (Pty) Ltd** (the "**Promoter**" or "**us**" or "**we**"). These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications we send you in respect of the Promotion, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and 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) in the Republic of South Africa.

1. Important Provisions

- 1.1. We have a duty, in terms of the Consumer Protection Act, No 68 of 2008 "**CPA**") 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 very important that you read **all** of these Terms and Conditions carefully and not just what we point out below.
- 1.2. **Limitation of risk, legal responsibilities and liability.** Clauses 16, 17, 21, 22 and 23 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 Promotions. Clauses 17 and 21 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.
- 1.3. **Indemnities given by you.** Clause 17 below requires you to indemnify (hold harmless) the Promoter and other persons or entities referred to therein against claims, loss, damages, and harm that may be suffered as a result of your participation in any way in this Promotion and/or any receipt of and/or use of Smart Shopper points. 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.
- 1.4. **Consent given by you.** Clause 7 states that by participating in the Promotions you are giving your consent to your name being published in the traditional media and on social and digital media if you are a winner. Clause 8 states that you are also giving your consent to your image being used in the Promoter's

marketing material, and to your participation in any marketing activity of the Promoter should you be a Winner. You have the right to withdraw your consent to have your image used in any marketing material or to participate in any marketing activity on written notice to the Promoter.

2. The Promoter is BP Southern Africa (Pty) Ltd (Registration Number: Reg 1924/002602/07 of 199 Oxford Road, Oxford Parks, Dunkeld, 2196)
3. The Promotion is only valid in South Africa and is open to every South African citizen who is eighteen years old or older.
4. The Promotion is not open to the Promoter or to the Pick 'n Pay group of companies ("Pick 'n Pay"), including their 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 and/or to Pick 'n Pay or any other person who directly or indirectly controls or is controlled by, the Promoter and/or by Pick 'n Pay; or (ii) a supplier of goods or services in connection with the Promoter and/or Pick 'n Pay.
5. The Promotion is not open to employees and their immediate families of the Promoter and/or Pick 'n Pay.
6. Participation in this 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 these 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.
7. By participating in the Promotion, you are consenting to your name being published (at no fee) on any traditional or digital communication channels should you be a winner.
8. By participating in the Promotion, you are consenting to your image being used in the Promoter's marketing material should you be a winner, and you are consenting to your participation in any marketing activity of the Promoter should you be a Winner. You have the right to withdraw your consent to have your image used in any marketing material or to participate in any marketing activity on written notice to the Promoter.
9. The Promotion will run from 27 May 2019 at 00h00 and end on 2 August 2019 at 23h59 ("the Promotion Period"). No entries received before 27 May 2019 00h00 and after 23h59 on 2 August 2019 will be accepted.
10. Consumers wishing to participate in the BP Forecourt Smart Shopper Promotion must, during the Promotion Period:
 - 10.1 Fuel up for R300 or more in a single transaction at participating BP Forecourts;

- 10.2 Swipe their activated Smart Shopper card in respect of the transaction contemplated in 10.1. In order to stand a chance to be selected as a winner, the Smart Shopper card must be both activated and registered; and
 - 10.3 Get an automatic entry into the Promotion in respect of an eligible transaction.
11. If you have complied with these Terms and Conditions, you stand a chance to win your share of 50 (fifty) Million Smart Shopper points.
- 11.1 There are 50 (fifty) x 1 (one) Million Smart Shopper points to be won.
 - 11.2 Each prize will be awarded as 1 (one) million Pick n' Pay Smart Shopper points, which equates to R10 000.
 - 11.3 Pick n Pay Smart Shopper Points are valid for 12 months from the date the points are loaded and are subject to the Pick n Pay Smart Shopper terms and conditions which can be found at <https://www.pnp.co.za/smart-shopper-t&c>.
 - 11.4 Should you be selected as a winner, you must have a registered Smart Shopper card to claim your prize. Obtain your Smart Shopper card from any Pick n' Pay or Pick n' Pay Express store. Activate and register your Pick n' Pay Smart Shopper card in store or online at www.picknpay.co.za/smartshopper. The Promoter and/or Pick n Pay will not be able to contact you in the event that you have been selected as a winner if you have not provided us with your contact details. Therefore, to be eligible to be a winner in respect of this Promotion, you will need to have provided us, prior to the draw, with your correct contact details via the Smart Shopper App, in-store kiosk, online or through Pick n Pay's call centre.
 - 11.5 Prizes are not transferrable and may not be substituted for cash.

12. All winners will be selected by means of audited draws, which will be conducted in the presence of an auditor, at the Pick n Pay offices.
 - 12.1 The audited draws will take place every Monday (or on such other week day as may be determined by the auditor in consultation with the Promoter) during the Promotion Period;
 - 12.2 5 winners will be selected in each draw, with 10 stand-by winners per draw;
 - 12.3 Winners will be contacted by a Pick n Pay representative on or before the Friday following the Monday draw (or within seven days after the date of the draw, in the event that the draw does not take place on the Monday);
 - 12.4 Winners will be contacted via telephone, on the number they used to register their Smart Shopper card. In such event that a winner is not contactable within 48 hours of the first attempt to contact them, then such winner will forfeit their prize and a stand-by winner will be called, with the same call process as described herein being followed. The relevant prize will be awarded to the first stand-by winner with whom the Pick n Pay representative has made contact;
 - 12.5 The name and surname of each Winner will be published on digital platforms and in traditional communications platforms for promotional purposes only, and refusal to allow this will result in the winner forfeiting their prize;
 - 12.6 Any Participant who is found not to be compliant with the rules of the Promotion shall be automatically disqualified. In the event of any dispute regarding the Promotion, the decision of the Promoter shall be final and binding.
13. Smart Shopper points will be deposited in an activated Smart Shopper card, which is registered in the name of the winner, within 7 working days of the winner being notified that he or she is a winner in terms of clause 12.
14. You may enter the Promotion as many times as you like, but you will need to make a new purchase of fuel to the value of R300 or more in a single transaction at a participating BP Forecourt.
15. By entering this Promotion, Participants have opted in to allow the Promoter and the respective brands of the Promoter to collect, store and use (not share) their personal information for communication, statistical purposes and for marketing communications. The Participant shall at all times be entitled to opt-out of such communications.
16. No responsibility will be accepted by the Promoter, its associated companies (directors, officers and employees) agents and suppliers, for any prizes which are lost, delayed, damaged, misdirected or incomplete, or any inability to deliver to

the nominated delivery address or any other reasons outside of the Promoter's control.

17. As far as the law allows, all Participants indemnify the Promoter, its associated companies (directors, officers and employees) agents and suppliers, against any / all claims of whatsoever nature for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever, (including as a result of any act or omission, whether as a result of gross negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and its associated companies, agents and suppliers), connected to or arising from their participation in any way in this Promotion and/or any receipt of and/or use of Smart Shopper points.
18. By taking part in this Promotion, Participants hereby warrant that all information they submit to the Promoter is true, current and complete and the Promoter shall not accept any responsibility for any incorrect information provided by Participants.
19. The Promoter may decline to award a prize (i.e. refuse to issue a prize to the Participant) if there is a reasonable suspicion of any irregularities or fraudulent activities. The decision of the Promoter in this regard shall be final and binding.
20. As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
21. 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 Promoter is not 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 voucher, points or other similar reward. Without limiting the rest of this clause 17, 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.
22. 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 with the Promotion. This includes but is not limited to any directive from the Department of Energy to cease 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.
23. 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.

24. These Terms and Conditions shall be governed by the laws of South Africa.
25. 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.
26. If you require any help or have any enquiries in respect of the Promotion, please contact the Pick n Pay Call Centre on 0800 11 22 88. Calls charged at Standard Rates.