

TERMS AND CONDITIONS

SUMMARY AND/OR SCOPE OF PROMOTIONAL COMPETITION

Purchase any amount of fuel at any participating Elegant Fuel Stations and stand a chance win your share of R100 000.00 (One Hundred Thousand Rand) per month. Twenty (20) lucky winners will be chosen on a monthly basis to win R5000.00 (Five Thousand Rand) each for the duration of the competition.

For purpose of this competition “fuel” shall mean: Petrol or Diesel.

For purpose of this competition “purchase and/or spend” shall mean: The purchase of fuel for any amount and directly injected/imported into a vehicle tank. Any fuel injected/imported into a container of any sort shall not be regarded as a valid purchase.

1. INTRODUCTION

This Promotional Competition (“the Competition”) is organised by Elegant Fuel (Pty) Ltd and/or its associated group of companies, their designated agencies or promoters and companies in association with the Competition (“the Promoters”).

2. ELIGIBLE ENTRANTS

- 2.1 The Competition is open to citizens of South Africa who hold a South African barcoded green ID Book or smart ID card.
- 2.2 By entering this Competition, all participants and/or winners acknowledge that they have legal capacity to enter and further agree to be bound by these terms and conditions, which will be interpreted by the Promoters.
- 2.3 The Promoters’ decision regarding any dispute will be final and binding and no correspondence will be entered into thereafter or entertained.
- 2.4 All persons entering this promotional competition (“the entrants”) agree that the competition rules as depicted in these terms and conditions are binding on them.
 - 2.4.1 Only individuals over 18 years of age can participate in this competition.

3. PROHIBITION ON CERTAIN ENTRANTS

- 3.1 Any employee, director, member, partner, agent or consultant or any person who directly or indirectly controls or is controlled by the Promoters and/or immediate family members of any employee, director, member, partner, agent or consultant of or person indirectly or directly in control or controlled by the Promoters, their advertising agencies, advisers, dealers. (“Disqualified Persons”).
- 3.2 Participants may not enter this Competition or be declared a winner if they have won a competition promoted by the Promoters within the past 6 (six) months of this competition; Companies cannot participate in this competition.

4. COMPETITION PERIOD AND/OR DURATION

- 4.1 The Competition commences on 1 AUGUST 2019 and ends 31 JANUARY 2020, both days inclusive (“the Competition Period”). During the competition period, monthly draws will be conducted by the Promoters to determine twenty (20) winners per month, on the monthly draw dates below. The Competition formally closes at 23:59:59 on 31 JANUARY 2020. All entries must reach the Promoters before the stipulated time and no late entries shall be accepted.
- 4.2 Monthly draw dates: First Draw – 2 September 2019, Second Draw – 1 October 2019, Third Draw – 1 November 2019, Fourth Draw – 2 December 2019, Fifth Draw – 6 January 2019, Final Draw – 3 February 2019.

5. HOW TO ENTER INTO THE COMPETITION

- 5.1 To enter, participants need to spend any amount on fuel (in a single Purchase) at any participating Elegant Fuel Station and dial *120*5010# to enter. (Rates applicable to the aforementioned will be 20 cents (ZAR) for every 20 seconds) Free SMSes and SMS bundles do not apply. The entrants will be required to enter their South African ID Number as well as their name and surname.
- 5.2 Entrants must retain their original entry purchase receipt as proof of purchase to qualify for this Competition and to collect their prize, if chosen as a winner.
- 5.3 Failure to produce the original proof of purchase will result in immediate disqualification of the entry submitted.
- 5.4 Multiple entries are permitted provided that each competition entry, is for separate purchases of any amount of fuel at participating Elegant Fuel Stations (in a single Purchase) and in accordance with entry requirements. Multiple entries of the same purchase will result in immediate disqualification.
- 5.5 Participants must enter on a cellular phone that is owned by and registered to the participant. No other person may use another person’s cellular phone for Competition entry purposes. In the event that it is discovered that any participant has entered the competition on a cellular phone that is not registered to him/her at the time of entry into the competition, he/she will be disqualified and the entrant will be requested to refund the prizes to promoter.
- 5.6 Participants must ensure that the same cell number used to enter into the competition is used as the contact number for purposes of communicating with the winner. In the event that the cell number used to enter the competition differs from the cell number for purpose of contacting the winner, the promoter shall attempt to contact the winner, wherefore the winner forfeits his/her prize.
- 5.7 Participants may enter the Competition as many times as they wish if they purchased fuel.
- 5.8 Participants are only eligible for 1 (one) prize under this competition.

6. THE DRAW AND PRIZE

- 6.1 A “prize” consists of 1 (one) voucher for fuel to the value of R5000.00 and may only be redeemed at the specific/original Elegant Fuel Station where the participant purchased fuel and/or entered into the competition. Participants acknowledge that any voucher won, will not be redeemable at a different Elegant Fuel Station than the one where the purchase for entry into the competition was made. The original purchase receipt shall be used as definitive proof of the location of purchase and/or to redeem any voucher.
- 6.2 The prize is not exchangeable, nor transferable, nor redeemable for cash and the Promoters are not liable for any defect in the prizes.
- 6.3 The prize will only be handed over if all details provided are indeed correct. The onus to proof the correctness of the details provided shall rest on the participant.
- 6.4 The Promoters reserve the right to substitute prizes with any other prize of similar value.
- 6.5 The monthly draw for the Prize will take place on the draw dates specified above within every month during the competition period. The winners will be randomly chosen from all qualifying entrants in the presence of auditors De Vos Richards, at address: Clearview Office Park, Block C, Unit 11, Wilhelmina Avenue, Constantia Kloof.
- 6.6 In total and during the competition period, 120 (One Hundred and Twenty) winners will be chosen to each receive a voucher of R5000.00.
- 6.7 If the prize is declined or if the winner cannot be contacted from the details supplied on their submission within 1 (one) working day of the draw date, a replacement winner will be drawn at the Promoter’s discretion and the replacement winner will be notified by the Promoter and the “winner contact” process will be followed. The same process will be followed should the replacement winner also decline, or the prize remain unclaimed or in the event that the replacement winner cannot be contacted. The replacement winner must also provide the original purchase receipt.
- 6.8 If a winner has given his written consent, the Promoter has the right to publish the winner's name and photographs (at no fee) in any advertising, promotional, print, point-of-sale or public relations material. The nature of these publications will be determined at the sole discretion of the Promoter for a period of (12) twelve months from the dates of the lucky draws.
- 6.9 Once the prize has been handed over in terms hereof, the results of the promotion are final in all respects and no correspondence will be entertained.

7. NOTIFICATION TO PARTICIPANTS OR WINNERS

- 7.1 The prize winners will be contacted on the cell phone number that was used to enter the competition to redeem their prize on the day of the draws.
- 7.2 The Promoters will randomly select a winner from all the entries received. For the entry to be confirmed as valid, the Promoters will call the possible winner and conduct a competition verification process at their discretion.
- 7.3 In the event that the winner cannot be reached after being contacted 3 (three) times on the day of the draw then the Promoter reserves the right to offer the prize to the

next eligible winner. The Promoter shall not be held liable in any manner for failure to reach the winner for whatever reason, including but not limited to, temporary unavailability of the winner at the time of notification, incorrect contact details in possession of the Promoter and/or technical communication issues due to a third-party service provider.

- 7.4 The Promoter will require the winners to complete and submit an information disclosure document or finalist form to enable the Promoter to ensure compliance with the rules and the provisions of the *Consumer Protection Act 68 of 2008*. Should any winner refuse or be unable to comply with this rule for any reason, such winner will be automatically disqualified. The finalist will have 24 hours to provide original proof of purchase and completed finalist form. If a potential prize winner does not meet the eligibility requirements, the prize will be forfeited and awarded to another drawn finalist. The winner may be required to sign a waiver of liability and indemnity before claiming the prize. The Promoters may collect, store and use (but not share) any personal information of entrants for communication or statistical purposes.

8. MISCELLANEOUS

- 8.1 The Promoter is entitled to amend the terms and conditions thereof in so far as same is deemed necessary and such amendments may relate to any aspect of such competition;
- 8.2 The amendments may include the addition and or deletion of any existing and or proposed term and/or condition of the competition, which amendments may also affect the identified prize of such competition;
- 8.3 The proposed amendments may be affected prior to the starting date of the competition and during the campaign period, which amendments may result in the campaign period being reduced and or extended as deemed necessary.
- 8.4 It is the entrant's responsibility to regularly check the website where the competition rules are made available.
- 8.5 If the terms and conditions of this competition are amended, such amendments shall become effective immediately or on such date as may be determined by the Promoter. However, all entrants who have received confirmation of the prize prior to such will remain eligible to receive the prize that has been awarded to them in accordance with the terms and conditions in force when they were selected as winners.
- 8.6 No entrant shall have any recourse or claim against the Promoter because of any amendment to these terms and conditions, termination or suspension of the competition in line with these terms and conditions.
- 8.7 If the Promoter cannot continue with this competition for any reason beyond its reasonable control or if it is required by any regulatory terms or applicable law, the Promoter may end the promotional competition on condition that:
- 8.7.1 No winner has been determined; and
- 8.7.2 Reasonable notice has been given beforehand to all entrants.

- 8.8 Any false information provided will result in a disqualification.
- 8.9 If the competition is held to be or becomes unlawful or if the Promoter is required by the Minister of Trade and Industry or the National Consumer Commission or Wireless Application Service Provider's Association, to alter any aspect of the competition, then to the full extent permitted by law the Promoter reserves the right to suspend or terminate the competition immediately and without notice, in which event all participants agree to waive any rights that they may have in terms of the competition and accept that no recourse will lie against The Promoter.
- 8.10 The winners use the Prize entirely at their own risk and indemnify and absolve the Promoters from any damage arising from accident, injury, harm, death, damages, costs and/or loss sustained because of the possession or use of the Prize won in the Competition.
- 8.11 The winners indemnify and absolve the Promoter from claims arising from any loss, damage, harm or injury which the prize winners may sustain because of any claim which may be made against it by any third party.
- 8.12 The participants and/or winners indemnify the Promoter against any claim of any nature whatsoever arising out of and/or from their participation in any way in this Promotional Competition (including, as result of any act or omission, whether negligent or otherwise on the part of the Promoter).
- 8.13 The headings herein provided are for convenience and must not be construed in any sense to add or detract from the content hereof.
- 8.14 Reference to participant, entrant and/or winner shall be construed in the normal sense of the word. All references to the aforementioned shall be limited to its general meaning and interpretation.
- 8.15 The Promoter reserves the right to cancel, at its sole discretion, any voucher issued in terms hereof due to fraud, misrepresentation, error or misuse.