

TERMS AND CONDITIONS

Win 1 of 5 Ultimate Motorsport Experience in Spain!

12 November 2024 – 11 February 2025

1. The terms and conditions set out below ("Terms and Conditions") apply to the **Win 1 of 5 Ultimate Motorsport Experience in Spain** ("Promotion") being run and administered by **MiniPOS** (Pty) Ltd (the "Promoter" or "us" or "we" or "our ") a company incorporated in South Africa with registration number: 014/25094/07, and whose registered office is situated at Fairland, Gauteng, RSA. This Promotion is run for and on behalf of Shell Downstream South Africa Pty ("Shell").
2. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to 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 the participating V+ Members ("Participants or"you " or"your") 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.
3. 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 these clauses carefully.
 - a. **Limitation of risk, legal responsibilities, and liability.** Clauses 12, 15, 16, 18, 20, 21, 22, 23, 25, 26, and 28 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, Shell and (or) the Promoter for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clause 20 below is particularly important due to the potential for incurring risk, legal responsibilities, and liability. In terms of clause 20, you may be responsible for taxes, fees, claims and other amounts. You may 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.
 - b. **Indemnities by you.** Clauses 13 and 24 below require 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 in clause 23. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in clause 27. 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.
 - c. **The Promotion is only valid in South Africa** and is open to South African residents and South African citizens only. Participants must be in possession of a valid identity document and passport and must be aged 18 (eighteen) years or older.
4. By participating or entering this Promotion, Participants will be deemed to have accepted and be bound by these Terms and Conditions, which are interpreted and construed in accordance with the laws of the Republic of South Africa.
5. **The Promotion and Promotional Prizes:**
 - a. 5 (five) Participants stand a chance to win an all-inclusive **ultimate motorsport experience package to Spain worth R350 000 (Three hundred and fifty thousand rands only) each ("Prize")**, as defined in clause 9.2 below.
 - b. Images displayed on the Promotion are for illustrative purposes only.
 - c. Prizes are not transferable and can not be redeemed for cash or cash equivalent.
 - d. The Promotion is exclusively available at Shell Sites participating in the V+ loyalty programme.
 - e. The V+ members will continue to earn R0.15 per litre on fuel, and 0.5% on selected items in the Shell Select Stores (V+ rewards programme Ts & Cs apply) during the Promotion as normal.
6. The participants accept the Prize(s) at their own risk. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the Prize with a Prize of the same or greater value. The Promotion will run from 12 November 2024 until 11 February 2025. No transactions or entries received before (12 November 2024) at 00:00 and after (11 February 2025) at 23:59 will be considered.
7. The winner of the Prizes will be drawn no later than 28 February 2025.
8. The potential winner will be notified telephonically on the number that is registered to their V+ loyalty programme within a reasonable period after the draw. If MiniPOS is unable to reach any Participant whose name was drawn after 3 (three) telephone calls, such Participant will be disqualified, and a draw of a replacement potential winner will take place in the same manner as the first draw.
9. **To enter the Promotion and stand a chance to win a Prize, Participants must:**
 - a. Be a registered V+ rewards member.
 - b. The Promotion is only applicable and exclusive to V+ loyalty programme registered users.
 - c. Swipe or Scan their V+ card for the transaction to be deemed valid for entry.
 - d. Spend R750 (seven hundred and fifty rands) or more per single transaction per visit at Shell, which will amount to a single qualifying transaction. 6 (Six) V+ card swipes or scans in 12 (twelve) weeks (Total spend of R4320) are required for the Participant to be automatically entered into a draw.
 - e. If a Participant does more than 12 qualifying transactions during the period of the campaign will earn an additional entry into a draw or
 - f. Transacting with your In-App V+ Card on any 6 (six) of the qualifying transactions will earn you an additional entry to the draw or
 - g. A minimum spend of R150 at the Select Store as part of the R750 transaction will earn an additional entry to the draw.
 - h. For the avoidance of any doubt, it is specifically stated that there is no obligation on the part of any participant to purchase fuel in order to enter this Promotion.
10. **Prize Draw, Winner announcement and Claims**
 - a. 5 winners will be drawn for the **Win 1 of 5 Ultimate Motorsport Experience in Spain Campaign**. All winners will be drawn at the end of the campaign.
 - b. All qualifying Participants will be entered into a random generated draw in the presence of an independent auditor appointed by Shell and/or the Promoter.
 - c. Winners will be contacted telephonically on the number registered on the V+ Loyalty Programme.
 - d. The Promoter's decision is final, and no further correspondence will be entertained.
11. The Promoter may in their sole discretion amend these Terms and Conditions at any time, without notice, and such amendment(s) will be deemed to have taken effect from the date of publication of the revised terms and conditions on the MiniPOS website that can be found on <https://www.V-plus.co.za/>
12. 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, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons not mentioned in this clause.
13. 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 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.
14. Participation in this Promotion constitutes acceptance of the Terms and Conditions, and Participants agree to abide by the rules and Participants hereby warrant that all information submitted to the Promoter is true, current, and complete.
15. 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.
16. The Promoter has discretion to award a Prize subject to the availability of stock. The Promoter's decision in this respect is final and no further correspondence concerning the Promotion or Prize(s) will be entered into.
17. Participation in this promotion is not open to (i) any director, member, partner, employee, agent of, consultant to, lessee of, sub-lessee of, (employee of such lessee/sublessee), or anyone associated with or affiliated to Shell and (or) Promoter via any direct/indirect brand affiliation or otherwise, and (ii) such prohibition extends to any spouse, life partner, parent, child, siblings, business partner or associate of such persons listed in (i).
18. Shell and (or) the Promoter may publish the winner(s) name(s) or image (s) in any advertising and Promotional material or digital media for this Promotion and any other future promotions provided that the winner(s) has given his/her consent. Should the winner(s) consent to the use of his/her name or image in any advertising and promotional material or digital media for this Promotion and any other future promotions, he/she will have no claim to any compensation or payment in respect of the use of his/her name or image.
19. Shell and (or) Promoters' internal auditors are the appointed auditors for this Promotion. Shell and (or) the Promoter reserves the right to appoint external auditors in its sole discretion and for any reason whatsoever.
20. As far as the law allows, the Promoter will only be responsible for those costs which these Terms and Conditions expressly say that the Promoter will pay. The Participant is responsible for (i) 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 20, 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.
21. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any Prize subject to terms of redemption, or any aspect thereof, without notice at any time, for any reason which Shell and the Promoter reasonably deems necessary. In the event that the Prize is not available despite the Promoter's reasonable endeavours to procure the same, the Promoter reserves the right to substitute Prizes of equal value.

22. The Promoter reserves the right to terminate the Promotion immediately and without notice. 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. To the fullest extent permitted by law, neither the Promoter nor their partners or agents supporting the Promotion shall be responsible for any loss, damage or injury whatsoever suffered by any participant or winner (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by the winner as a result of or in connection with the Promotion or the acceptance, use or application of the Prize.
24. All participants and the winners, as the case may be, indemnify the Promoter and their partners or agents supporting the Promotion, their advertising agencies, advisers, nominated agents and suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Promotion (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter.
25. 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.
26. 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.
27. For all queries in respect of this Promotion, please contact the V+ Loyalty Programme Call Centre during office hours (08H30 –16H00) on 031 001 3390 or via email at info@v-plus.co.za.
28. Participants acknowledge that the Promoter may collect, store and use (but not share) any personal information obtained by it or Shell for communication or statistical purposes. The processing of such personal information shall be subject to the Promoter and Shell's Privacy Policy which can be found at v-plus.co.za/privacy.html. The Promoter will only collect personal information to fulfil the purpose for which it was collected or as required by applicable laws and regulations. The Promoter will not use your personal information for a different purpose or allow third parties to use or collect your personal information without first obtaining a Participant's consent.