

## TERMS AND CONDITIONS

### – Drive Beyond the M Fest Campaign!

Spend R750 or more on fuel or other in-store products, swipe your V+ rewards card and **stand a chance to win 1 of 50 double hospitality tickets to the BMW M Fest at Kyalami Grand Prix Circuit on 26 October 2024.**

**You will also be entered into a draw to win a BMW 330i Mzansi Edition live at M Fest.**

Purchases over R150 in-store will give you double entry into the draw to win tickets.

**15 July 2024 – 10 October 2024**

1. The terms and conditions set out below ("Terms and Conditions") apply to the **Drive Beyond the M Fest Campaign** ("Promotion") being run and administered by **MiniPos** (Pty) Ltd ("MiniPos" or "Promoter" or "us" or "we") a company incorporated in South Africa with registration number: 014/250994/07, and whose registered office is situated at Fairland, Gauteng, RSA. This Promotion is run on behalf of Shell Down Stream South Africa Pty.
2. MiniPos is a company incorporated in South Africa with a registration number: 014/250994/07, and whose registered office is situated at Fairland, Gauteng, RSA.
3. 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 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.
4. 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.
5. 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 driver's licence and identity document or passport and must be aged 18 (eighteen) years or over.
6. 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.
7. **Promotional Prizes:**
  - 7.1. Stand a chance to be 1 of 50 customers to win double hospitality tickets to the BMW M Fest on 26 October 2024 and a BMW 330i Mzansi Edition, as defined in clause 9.4 below.
  - 7.2. Images displayed on the Promotion are for illustrative purposes only.
  - 7.3. The customers will earn a R0.15 per litre on fuel, and 0.5% on selected items in the Shell Select store (V+ rewards programme Ts & Cs apply).
  - 7.4. The participants accept the prize(s) at their own risk. In the event of unforeseen circumstances, the promoters reserve the right to substitute the prize with a prize of the same or greater value.
  - 7.5. The Promotion will run from 15 July 2024 until 10 October 2024. No transactions received before (15 July 2024) at 00:00 and after (11 October 2024) at 23:59 will be accepted.
8. The winner of the prizes will be drawn no later than the draw date on the table below. The draw will be **conducted electronically** by third parties and MiniPos auditors. The first draw will take place on the 15th of August 2024.

| Promotional Cycle | Cycle Periods                       | Draw Date         | Announcement Date |
|-------------------|-------------------------------------|-------------------|-------------------|
| Cycle 1           | 15 July 2024 – 10 August 2024       | 15 August 2024    | 21 August 2024    |
| Cycle 2           | 11 August 2024 – 10 September 2024  | 16 September 2024 | 23 September 2024 |
| Cycle 3           | 11 September 2024 – 10 October 2024 | 14 October 2024   | 17 October 2024   |

### Prize Draw, Winner announcement and Claims

#### 9. Entry mechanic/How to enter

The winner will be notified telephonically on the number that is registered to their V+ loyalty card 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 winner shall take place in the same manner as the first draw.

- 9.1. To enter the Promotion and stand a chance to win a prize, participants must:
- 9.2. Be a registered V+ rewards member.
- 9.3. Swipe V+ card for the transaction to be deemed valid.
- 9.4. Spend R750 or more on fuel or other in-store products per single transaction, per site. Purchases over R150 (one hundred and fifty rand) in-store will give you double entry into the draw, increasing your chances of winning big.
- 9.5. Extra visits during the campaign period will lead to an additional entry.
- 9.6. Fifty (50) double tickets winners will be drawn for the Drive Beyond the M Fest Campaign, 10 winners in the first cycle (outside Gauteng), 20 winners in the second cycle (10 in Gauteng) and another 20 winners in the last cycle (Gauteng only)
- 9.7. Travel to the venue and accommodation costs are included. However, the prize excludes.
  - 9.8.1. Items of a personal nature; and / or any other expenses / costs not specifically noted as being included in the prize.
  - 9.8.2. The prizes are not redeemable for cash.

10. **Grand Prize: BMW 330i Mzansi Edition**

The following conditions apply to the Grand Prize

- 10.1. One lucky winner of the double hospitality tickets will win, 1 (one) BMW 330i Mzansi Edition which will be drawn live at the BMW M Fest on 26 October 2024.
- 10.2. The licensing and registration for the vehicle will be done by the Promoter into the winner's name. Thereafter, the winner will be responsible for the annual renewal of the car licence.
- 10.3. The colour of the vehicle may vary and will be subject to a choice of colours that are available at the time of handing over the prize to the winner.
- 10.4. The vehicle includes extras (M Sport Package). Should the winner request for any additional extras to be added and or included to the vehicle, the winner will be personally liable for the cost.
- 10.5. The winner will be solely responsible for using, servicing, maintaining, insuring against damage and loss, and repairing from the moment possession is taken of the prize.
- 10.6. The winner is required to have a valid driver's license to win the prize. The prize may be collected by a representative of the winner who is in possession of a valid driver's license at the time of collection of such prize, together with the winner.
- 10.7. We will not be liable for any manufacturing faults, recalls, damage or loss of the vehicle once handed over to a winner and or winner's representative.
11. The prizes are not redeemable for cash.
12. All qualifying customers will be entered into a random generated draw in the presence of an independent auditor appointed by Shell.
13. Winners will be contacted telephonically on the number registered on the V+ Rewards Programme.
14. MiniPos reserves the right to contact a substitute for the winner if the winner cannot be reached after a reasonable number of attempts. The judges' decision is final, and no further correspondence will be entered into Ensure that the mobile number is linked to the registered V+ card used for the transaction.
15. Please note that the Promotion is exclusively available at participating V+ Shell Service Stations.
16. Please note V+ rewards for in-store purchases are linked to and exclusively available at selected Shell Service Stations.
17. V+ rewards are not acquired on purchases of carwash, lubricants, tobacco, liquid petroleum gas (LPG), airtime, bus tickets, lottery services, electricity, and other municipal services.
18. The Promoters may in their sole discretion amend these Terms and Conditions at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised terms and condition on the MiniPos website that can be found on <https://www.V-plus.co.za/>
19. 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.
20. 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, rising 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.
21. Participation in the 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.
22. 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.
23. MiniPos has discretion to award a prize subject to the availability of stock. MiniPos decision in this respect is final and no further correspondence concerning the Promotion or prizes will be entered.
24. 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) MiniPos 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).
25. MiniPos and the "promoter" Shell 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 to Shell. 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.
26. MiniPos internal auditors are the appointed auditors for this Promotion. MiniPos reserves the right to appoint external auditors in its sole discretion and for any reason whatsoever.
27. 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) 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 28, 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.
28. **MiniPos** reserves the right to amend, modify, change, postpone, suspend, or cancel this Promotion and any prize which are not subject to terms of redemption, or any aspect thereof, without notice at any time, for any reason which **Shell** reasonably deems necessary. In the event that the prize is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
29. MiniPos 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.
30. To the fullest extent permitted by law, neither MiniPos 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.

31. All participants and the winners indemnify the MiniPos 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 MiniPos).
32. 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.
33. 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.
34. For all queries in respect of this Promotion, please contact the V+ Rewards Call Centre during office hours (07H00 –18H00) Monday-Friday and (08H00 –15H00) Saturday on 031 001 3390 or via email on [info@v-plus.co.za](mailto:info@v-plus.co.za).
35. Participants acknowledge that MiniPos may collect, store and use (but not share) any personal information obtained by Shell for communication or statistical purposes. The processing of such personal information shall be subject to Shell's Privacy Policy which can be found at <https://www.V-plus.co.za/privacy.html>. MiniPos will only collect personal information to fulfill the purpose for which it was collected or as required by applicable laws and regulations. MiniPos 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.