

# TERMS AND CONDITIONS FOR THE SHELL WIN YOUR SHARE OF R1 MILLION RAND IN CASH COMPETITION

Stand a chance to win your share of R1 million rand in cash

09 January 2025 – 04 March 2025

PLEASE READ THESE PROMOTIONAL COMPETITION TERMS AND CONDITIONS ("**TERMS AND CONDITIONS**") CAREFULLY. NOTE THAT YOUR PARTICIPATION AND ENTRY INTO THE COMPETITION CONSTITUTES YOUR AGREEMENT TO COMPLY WITH THESE TERMS AND CONDITIONS.

## 1. The Competition

- 1.1. The terms and conditions set out below apply to the Shell Win your share of a million rand promotional competition ("the **Promotional Competition**") being run and administered by Shell Downstream South Africa (Pty) Ltd, registration number 2007/016255/07 ("**Shell**") and Figment Design Laboratories (Pty) Ltd, registration number: 1996/012893/07 ("Figment") (collectively, the "Promoter" or "us" or "we").
- 1.2. 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.
- 1.3. Any person who enters the Promotional Competition ("**Participant**") subject to these Terms and Conditions acknowledges, accepts and agrees to be bound by the Terms and Conditions, and further acknowledges, accepts and agrees that the Promotional Competition shall be subject to South African legislation including the provisions of the Consumer Protection Act, No 68 of 2008 ("the **CPA**").
- 1.4. The Promotional Competition 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 must be aged 18 (eighteen) years or over. The Promotional Competition is only applicable and exclusive to V+ registered users.
- 1.5. The Promotional Competition is not open to:
  - 1.5.1. any director, member, partner, employee, agent of, consultant to, lessee of, sub-lessee of, (employee of such lessee/sub-lessee), or anyone associated with or affiliated to Shell via any direct/indirect brand affiliation or otherwise; and
  - 1.5.2. such prohibition extends to any spouse, life partner, parent, child, siblings, business partner or associate of such persons listed in 1.5.1.

- 1.6. The Promotional Competition is exclusively available at participating V+ Deli By Shell Stores located in South Africa. Please note that V+ rewards for in-store purchases are linked to and exclusively available at selected Shell Service Stations. V+ rewards are not acquired on purchases of carwash, lubricants, tobacco, gas, airtime, bus tickets, lottery services, electricity, and other municipal services.
- 1.7. There is no obligation on the part of any participant to purchase fuel to enter the Promotional Competition.
- 1.8. The Promotional Competition commences on 09 January 2025 and will run until 04 March 2025 ("the **Competition Period**"). No transactions received before 09 January 2025 at 00:00 and after 04 March 2023 at 23:59 will be accepted.
- 1.9. The Competition Period may be amended by the Promotor at its sole discretion.

## **2. The Competition prizes and draw**

- 2.1. Win your share of R1million – this will be broken down by standing a chance to win the grand prize to the value of R500k (1 Winner) or 1 of R10 000 cash (25 winners) or 1 of R10 000 balance added onto your V+ card (25 winners)subject to the Terms and Condition herein.
- 2.2. The Promotional Competition is only available at participating Shell Stores.
- 2.3. To enter the Promotional Competition and stand a chance to win a prize, Participants must:
  - 2.3.1. Be a registered V+ rewards member.
  - 2.3.2. Ensure that their mobile number is linked to the registered V+ card used for the transaction.
  - 2.3.3. Spend R150 or more at a participating Shell Service Station and swipe/tap your V+ rewards cardPrizes are neither negotiable nor transferrable, and may not be exchanged for cash.
- 2.4. Prize images displayed on advertising material relating to the Promotional Competition are for illustrative purposes only.
- 2.5. Shell has the discretion to award a prize subject to the availability of stock. Shell's decision in this respect is final and no further correspondence concerning the Promotional Competition or prizes will be entered.
- 2.6. 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 economic value.
- 2.7. Participants are only eligible for one prize under the Promotional Competition.

- 2.8. Winners will be drawn at the end of the Promotional Competition, commencing from the week of 04th March 2025.
- 2.9. The draw will be conducted electronically by third parties which are approved and appointed by Shell and the internal Auditors of Shell.
- 2.10. The winners will be notified telephonically on the number that is registered to their V+ loyalty card within a reasonable period after the draw. If Shell 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.
- 2.11. The Promoter will require the winners to complete and submit an information disclosure document to enable the Promoter to ensure compliance with the Terms and Conditions of the Promotional Competition and the provisions of the CPA. Should any winner refuse or be unable to comply with this requirement for any reason, such winner will be automatically disqualified.
- 2.12. Winners may also be required to sign a waiver of liability and indemnity before claiming a prize.
- 2.13. The eligible, identified, and verified prize winners will receive their prizes from the first draw that will take place on 17 March 2025
- 2.14. The Participants agree that Shell may publish the winner(s) name(s) or image(s) in any advertising and promotional material or digital media for this Promotional Competition and any other future promotional competition/s 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 Promotional Competition and any other future promotions/promotions, he/she will have no claim to any compensation or payment in respect of the use of his/her name or image.

### **3. Personal information**

- 3.1. The Promoter notes that it complies with all applicable information and regulations in so far as its processing of data as defined in the Protection of Personal Information Act, No 4 of 2013 ("POPIA").
- 3.2. The Promoter may collect, store and use (but not share) personal information of the Participants for communication or statistical purposes.
- 3.3. By entering and participating in the Promotional Competition, Participants agree that the Promoter may collect and process their personal information for purposes of the Promotional Competition.

#### **4. Limitation of risk, legal responsibilities, and liability**

- 4.1. The Promoter has a duty under the CPA to notify and draw to the attention of the Participants certain important provisions in these Terms and Conditions. The following Terms and Conditions 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 Terms and Conditions, 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 for losses, damages, liability, or harm you or others may suffer as a result of your participation in the Promotional Competition.
- 4.2. To the extent permitted by the CPA, Participants (including the winner(s)) indemnify the Promoter and other persons or entities from loss, damages, and harm.
- 4.3. 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.
- 4.4. 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 Promotional Competition and/or any receipt of and/or use of a prize.
- 4.5. 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:
  - 4.5.1. any and all applicable local taxes and fees; and
  - 4.5.2. 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.
  - 4.5.3. Without limiting the rest of this clause 4.5, the Participant will be responsible for the cost of submitting proof of purchase and entering the Promotional Competition, and any data charges that apply, as per the tariff rates charged by the participant's mobile network provider.
- 4.6. To the fullest extent permitted by law, neither Shell nor their partners or agents supporting the Promotional Competition 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 Promotional Competition or the acceptance, use or application of the prize.

- 4.7. All participants and the winners, as the case may be, indemnify Shell 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 Promotional Competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of Shell).
- 4.8. 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 Promotional Competition for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.

## **5. General**

- 5.1. As far as the law allows, all warranties and representations in relation to the Promotional Competition not set out in these Terms and Conditions (whether express, implied, or tacit) are hereby excluded.
- 5.2. Shell's internal auditors are the appointed auditors for this Promotional Competition. The Promoter reserves the right to appoint external auditors in its sole discretion and for any reason whatsoever.
- 5.3. 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.
- 5.4. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotional Competition and any prize which are not subject to terms of redemption, or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.
- 5.5. The Promoter reserves the right to terminate the Promotional Competition 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.
- 5.6. 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 conditions on the Shell website (<https://www.shell.co.za/motorists/offersand-competitions.html>).

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 at 031 001 3390 or via email at [info@v-plus.co.za](mailto:info@v-plus.co.za).