

TERMS AND CONDITIONS
SHELL FERRARI COLLECTIBLES
01 September 2021-30 November 2021

1. The terms and conditions set out below ("**Terms and Conditions**") apply to the Shell Ferrari Miniature Collectibles Promotion ("**Promotion**") being run and administered by Shell Downstream South Africa (Pty) Ltd ("**Shell**" or "**Promoter**" or "**us**" or "**we**") a company incorporated in South Africa with registration number 2007/016255/07, and whose registered office is situated at 57 Sloane Street, The Campus, Twickenham Building, Bryanston.
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 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 (defined below) 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 of these clauses carefully.
 - 3.1. **Limitation of risk, legal responsibilities and liability.** Clauses 14, 17, 22, 23, 24, and 27 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 for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clause 22 below is particularly important due to the potential for incurring risk, legal responsibilities and liability. In terms of clause 22, 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.
 - 3.2. **Indemnities by you.** Clauses 15 and 16 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 27. 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.

- 3.3. 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 must be aged 18 (eighteen) years or over.
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. **Promotional Prize:**
 - 5.1. 1 (one) limited edition Shell Ferrari miniature collectible car.
 - 5.1.1. Images displayed on the Promotion are for illustrative purposes only.
 - 5.1.2. Prizes are not transferrable and cannot be redeemed for cash or equivalent of cash.
 - 5.1.3. 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.
 - 5.1.4. The Promotion will run from 01 September 2021 and end on 30 November 2021. No transactions received before 01 September 2021 at 00:00 and after 30 November 2021 at 23:59 will be accepted.
6. **To enter the Promotion and stand a chance to redeem a prize, participants must:**
 - 6.1 Be a registered V+ Rewards member.
 - 6.2 Spend R400 or more per single transaction per visit and swipe your V+ card. This amounts to a single qualifying transaction and swipe. **Six qualifying transactions (R400 or more) and swipes (V+ card) are required for redemption.**
 - 6.3 Swipe your V+ Card for the transaction to be deemed valid.
 - 6.4 Ensure that the mobile number is linked to the registered V+ card used for the transaction. A one-time-pin (**OTP**) will be sent via SMS to your mobile number upon the sixth qualifying swipe.
 - 6.5 Provide a till slip and OTP-SMS as proof of purchase upon your sixth qualifying swipe, upon which you will qualify/be permitted to receive a single Shell Ferrari miniature collectible car.
7. Please note that the Promotion is linked to a single transaction and single visit at a time amounting to a purchase of R400 or more and upon swiping your V+ card for every transaction and that this promotion is only applicable and exclusive to V+ registered users.

8. Take note that six (6) qualifying swipes of your V+ card will allow for redemption of 1 limited edition Shell Ferrari miniature collectible car, only **while stocks last**.
9. Please note that the Promotion is exclusively available at participating V+ Shell Service Stations.
10. Please note V+ Rewards for in-store purchases are linked to and exclusively available at selected Shell Service Stations.
11. V+ Rewards are not acquired on purchases of carwash, lubricants, tobacco, gas, airtime, bus tickets, lottery services, electricity and other municipal services.
12. 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.
13. 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 www.shell.co.za site.
14. 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.
15. 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.
16. Participation in the Promotion constitutes acceptance of the Promotional rules and participants agree to abide by the rules and participants hereby warrant that all information submitted to the Promoter is true, current and complete.
17. 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.
18. Shell has 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 Promotion or prizes will be entered into.

19. 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/sub-lessee), or anyone associated with or affiliated to Shell Downstream South Africa (Pty) Ltd 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).
20. 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/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/Promotions, he/she will have no claim to any compensation or payment in respect of the use of his/her name or image.
21. Shell's internal auditors are the appointed auditors for this Promotion. Shell reserves the right to appoint external auditors in its sole discretion and for any reason whatsoever.
22. 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) 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 Prize. Without limiting the rest of this clause 22, 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.
23. Shell reserve 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.
24. Shell 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.
25. To the fullest extent permitted by law, neither the Shell 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.

26. All participants and the winners, as the case may be, indemnify the 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 Promotion (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of Shell).
27. 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.
28. 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.
29. For any queries related to the Promotion please contact the V+ helpdesk on 031 001 3390 or via email on info@v-plus.co.za