

Dis-Chem and TotalEnergies Marketing South Africa Terms and Conditions

1. General

Reference to “TotalEnergies” in these terms and conditions shall mean TotalEnergies Marketing South Africa (Pty) Limited (Registration no. 1954/003325/07).

TotalEnergies Marketing South Africa is loyalty partner of the Dis-Chem Benefit Programme.

The terms and conditions listed below are in addition to the Dis-Chem Benefit terms and conditions associated with the Dis-Chem Benefit Programme as presented to the participant (Dis-Chem Benefit Member) upon enrolling on the Dis-Chem Benefit Programme. Visit the Dis-Chem web site www.Dis-Chem.co.za) to view the “Dis-Chem Benefit Terms and Conditions”.

2. Definitions

“**Approved Litres**” means all litres of fuel, any grade, purchased by the Customer at TotalEnergies Service Stations; “**Business Day**” means any day other than a Saturday, Sunday or public holiday officially recognised as such in the Republic of South Africa;

“**Customer/s**” means a natural or juristic person who is a member of the Programme;

“**Dealer**” means the service station operator running a site branded by TotalEnergies;

“**Declined Litres**” means litres of Petroleum Products purchased by the Customer but for which TotalEnergies will not be liable to pay or allow the awarding of points due to, without limitations;

- the Customer not being validated as an active Dis-Chem member;
- the Dealer submitting a duplicate claim;
- the fuel claimed not being purchased from a TotalEnergies service station;
- the Customer failed to make payment for the fuelling;
- There will be no CAP during the initial period but it will be reviewed quarterly.

“**EFT**” means Electronic Financial Transactions.

“**ESO**” – shall mean TotalEnergies proprietary point of sale solution for service stations within its network that is linked to an integrated payment and loyalty platform;

“**Fuel Price**” means the maximum regulated petrol retail selling price as per the Department of Energy’s monthly press release per pricing zone and the applicable diesel price per service station up to the maximum retail selling price per pricing zone.

“**Manual Point Earning**” – is where a customer did not swipe their Dis-Chem card on an integrated payment terminal. In this instance, the Dealer can claim on behalf of the customer or the customer can submit their

claims directly to TotalEnergies for processing via the TotalEnergies website or TotalEnergies mobile application. TotalEnergies will then validate the claim and send a file to Dis-Chem for processing.

“Member” – shall mean individual Members of the Programme;

“On-Line Point Earning” – is where a customer swipes their Dis-Chem card on an ESO integrated payment terminal that integrates to Dis-Chem, validates the membership and prints a confirmed or declined message on the till slip ;

“Points” – is the term used for the currency of the Programme, which is credited to a Member’s account and which a Member accumulates to redeem for goods and services at Dis-Chem stores, in accordance with the

Terms & Conditions and the Rules of the Programme;

“Person” means an identifiable natural or existing juristic person or any other person who is not a natural or juristic person;

“Petroleum Products” means any fuel purchased from TotalEnergies by the Customer;

“Programme” – shall mean the Dis-Chem Loyalty Programme for Dis-Chem customers and as regulated by the Rules, Terms and Conditions and regulations thereof and applicable thereto and as amended from time to time;

“Rules” or **“Terms & Conditions”** – shall mean the rules governing the Programme;

“Till Slip” means the till slip from the service stations point of sale and/ or pin pad device received after settling the transaction a transaction.

“TotalEnergies Service Stations” mean all Retail TotalEnergies Service Stations.

“TotalEnergies or TotalEnergies Marketing South Africa” means TotalEnergies Marketing South Africa (Pty) Limited.

3. Product Inclusions and Exclusions

Only Fuel products will be awarded with rewards. 10 Dis-Chem membership points per 1 litre of Fuel will be awarded.

All other shop, lubricant (oil) and services are excluded from the offering and therefore Dis-Chem members will not be entitled to earning Benefit points on the purchase of these products.

4. Programme registration

All participants must first register with the Dis-Chem Benefit Programme before they are eligible to earn Dis-Chem Benefit rewards when fuelling at TOTAL Service Stations.

A registered Dis-Chem Benefit program customer needs to present a valid Benefit card during a fuel purchase so that the appropriate points can accrued to the rightful individual’s account.

5. Programme Participation

5.1. The following persons, regardless of their Dis-Chem Benefit Membership status, however shall not be entitled to participate in the Loyalty programme and shall accordingly not be allocated Dis-Chem Benefit Points for activities at TotalEnergies Service Stations:

- TotalEnergies wholesale customers;
- TotalEnergies customers on TOTAL's private label method of payment (i.e. TotalEnergies Card) • Company or Commercial entities
- TotalEnergies Service station employees

5.2. Subject always to 5.1 above and to such further requirements and conditions as TotalEnergies may specify from time to time, private motorists using the following methods of payment are eligible to participate in the Loyalty programme:

- Cash
- Cheque
- Local Account payment (in terms of an arrangement with the relevant TotalEnergies Franchisee or Dealer)
- Mobile Payment Methods
- Bank-issued cards, including:
 - Debit cards
 - Credit cards
 - Cheque cards
 - Petrol or Garage cards.

5.3. TotalEnergies reserves the right to review and/or amend the eligibility, collection and Dis-Chem Benefit earn mechanism specified in these terms and conditions from time to time.

6. Non-Eligible Dis-Chem Benefit earnings when fuelling at TotalEnergies

6.1. Only members in their personal capacity who have a valid driving permit in South Africa are allowed to participate in the programme.

6.2. Subject always to 5.1 and 6.1. above and to such further requirements and conditions as TotalEnergies may specify from time to time, the following scenarios will also result in non-eligibility (do not qualify) to earn Dis-Chem Benefit rewards when filling up at TotalEnergies:

- till slips (including point of sale and / or pin pad):
 - a. only original TotalEnergies Service Station till slips are accepted and duplicate till slips are not deemed as valid;
- manual submissions
 - a. Dis-Chem Benefit Card details on the manual submission match a valid and active Dis-Chem Benefit Card Member ;
 - b. till slips that were not submitted within 30 days of the transaction being finalised;
 - c. members can only earn Benefit Points once per transaction, duplicate submissions of the same transaction will be rejected;
 - d. members can only earn Dis-Chem Benefit rewards in their personal capacity and not on behalf of another member or business;
 - e. Should a member capture a manual transaction incorrectly Dis-Chem reserves the right to rescind these points.
- Any transaction involving fraud or illegal activity.
 - a. Member's claims will be rejected if such fraud or illegal behaviour activity continues.
- Dis-Chem Benefit members with suspicious transactions will be blacklisted from earning Dis-Chem Benefit rewards at any participating TotalEnergies service stations. The Dis-Chem

member will however still be able to earn Dis-Chem Benefit rewards from Dis-Chem or any other Dis-Chem partners.

- a. If a legitimate Dis-Chem Benefit member is blacklisted in error, the details of the customer need to be submitted to TotalEnergies Customer Care, upon which the claim will be investigated and rectified if necessary.

6.3. TotalEnergies refuelling sites situated in National Parks (SANPARKS) as well as KaapAgri Retail fuel division sites are excluded from the program and Benefit rewards will not be awarded when refuelling at these sites.

7. Fleet Operators' Drivers

The private and commercial fleet operator's understand that TotalEnergies and Dis-Chem have no way of implementing any of the operator's internal operational policies and/or regulations that, for example, prevent the employees (drivers) of such operator from benefitting personally from their employer's fuel purchases. It is, therefore, the operator's responsibility to enforce its internal policies.

Neither TotalEnergies nor Dis-Chem will be able to determine whether or not Dis-Chem Benefit rewards have been earned with the fleet operators' permission or in accordance with its policies. In the circumstances, no action will be taken by either TotalEnergies or Dis-Chem in this regard. Neither TotalEnergies nor Dis-Chem shall not be held liable in any way (including, but not limited to, in respect of any taxes) to the operator or to the employees or contractors of the operator as a result thereof.

8. Earning Dis-Chem Benefit Rewards

Dis-Chem Benefit members will earn **10 (ten) Dis-Chem Benefit rewards for each 1 (one) Litre** of fuel (all grades) purchased from participating TotalEnergies Service Stations. Only active Dis-Chem Benefit members who are in possession of a valid Dis-Chem Benefit card or number will qualify to earn Benefit Points.

8.1. Manual submissions:

In order to earn Dis-Chem Benefit Rewards, Dis-Chem Benefit Members must make use of the manual submission form available from the Total Website or the Total Services Application in the following scenarios:

- Fuel was purchased at a non-integrated site – list of sites available on the Dis-Chem rewards, FAQ section on www.total.co.za
- Dis-Chem Benefit Card or Dis-Chem Benefit Card number was not present or available while re-fuelling at a Total Service Station.

A customer has 30 days to submit their manual claim, thereafter points will not be allocated and the claim will be rejected.

TotalEnergies reserves the right to change, amend or supplement the Dis-Chem Benefit allocation offering from time to time, whether as a result of a particular promotion or otherwise, the details of which may be communicated to members via the standard Dis-Chem membership communication channels or by TotalEnergies directly. All changes shall become effective as from the date specified in such communication.

9. Lost or Damaged and/or Replacement Membership Dis-Chem Benefit Card

Lost, stolen, or damaged cards should be reported to the Dis-Chem Customer Service Careline. Lost, stolen or damaged cards will be replaced at the in store Customer Service Desk on presentation of positive identification. If the monetary value of Dis-Chem Benefit Card points, attached to the card, have been redeemed in store before the card is reported as lost or stolen, there can be no subsequent recovery of Dis-Chem Benefit Card rewards or value. Dis-Chem cannot be held liable for loss of Dis-Chem Benefit Programme rewards or monetary value thereof. Please refer to the Dis-Chem Terms and Conditions available at <https://dischem.co.za/dis-chem-benefits-loyalty-programme>.

10. Amending of terms and conditions

TotalEnergies reserves the right to amend, replace, or supplement these terms and conditions from time to time.

11. Promotions / Specials

From time to time Dis-Chem and TotalEnergies will run various promotional campaigns to incentivise Dis-Chem Benefit members.

These promotions / specials will only be available to active Dis-Chem Members who have adhered to the terms and conditions within this document as well as Dis-Chem terms and conditions.

12. General Provisions

- TotalEnergies shall not be liable in any way for any loss, damages or costs suffered by the customer arising, either directly or indirectly, from the allocation to or redemption by the customer of Dis-Chem Benefit Rewards. In no circumstances shall TotalEnergies be liable for any indirect or consequential damages howsoever arising.
- TotalEnergies shall not be liable for any loss, damages or costs resulting from the alteration to, or termination of the Benefit programme whether by Dis-Chem or otherwise, except where such loss, damages or costs is caused directly and exclusively by TotalEnergies gross negligence or wilful misconduct.
- In no event will TotalEnergies be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to or use of this website or any information contained in it, including loss of profit and the like whether or not in the contemplation of the parties, whether based on breach of contract, delict, product liability or otherwise, even if advised of the possibility of such damages.
- Where TotalEnergies provides links to websites operated by anyone other than TotalEnergies, TotalEnergies is not responsible for the control of, or the material on such sites. Consequently, by providing a link to other websites TotalEnergies does not endorse the material on such sites nor the owner or managers of such website
- All members will be eligible to 1 swipe of their Dis-Chem Benefit Card per day with a maximum of 100 litres per fill.
- These terms and conditions shall be governed by the laws of the Republic of South Africa