



## **TotalEnergies Club Loyalty Programme**

### **Terms and Conditions**

#### **1. GENERAL**

- 1.1. The Terms and Conditions set out below (“Terms and Conditions”) apply to the TotalEnergies Club Loyalty Programme (the “**Loyalty Programme**”), being run and administered by TotalEnergies Marketing South Africa (Pty) Ltd with its registered address at 03 Biermann Avenue, Rosebank, 2196 (hereinafter referred to as the “TMSA”, or “us”, or “we”).
- 1.2. Any person who registers to the Loyalty Programme (“the Member”) acknowledges that the terms and conditions set out herein shall be binding on them, and further, that the Loyalty Programme shall be subject to the provisions of the Consumer Protection Act No. 68 of 2008 (“the Act”).
- 1.3. 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. Any redemption instructions are deemed to form part of the Terms and Conditions. By becoming a Member of the Loyalty Programme, you will be deemed to have accepted and agree to be bound by these Terms and Conditions
- 1.4. By registering to the Loyalty Programme, Member hereby warrants that all information submitted to the TMSA is true, current, and complete.
- 1.5. TMSA may decline any person of attempting to registers as a Member of the Loyalty Programme or to award a prize if there is a reasonable suspicion of any irregularities or fraudulent activities.
- 1.6. As far as the law allows, all warranties and representations concerning the Loyalty Programme not set out in these Terms and Conditions (whether express, implied, or tacit) are hereby excluded.

- 1.7. If you have any questions concerning the Loyalty Programme or these Terms and Conditions, please address these questions to the Member Service Centre on 021 344 1564 , or by email using the following email address: support@club.totalenergies.co.za. You may also visit the TotalEnergies Club Website at www.club.totalenergies.co.za. The operating hours of the Member Service Centre are 08h00 and 17h00 from Monday to Friday.
- 1.8. The email address and contact number of the Member Service Centre may be changed at any time without any prior notice and at the sole discretion of TMSA. The new email addresses or contact numbers will be published on the TotalEnergies Club Website.
- 1.9. These Terms and Conditions may be amended or replaced from time to time without any prior notice and at the sole discretion of TMSA. Any amendments to these Terms and Conditions, or the new Terms and Conditions, if applicable, will be published on the TotalEnergies Club Website..

## 2. DEFINITIONS

- 2.1. Certain defined terms are used in these Terms and Conditions. The first letters of these terms are capitalised so that they can be easily identified. The definitions of these terms are set out below.
- 2.2. **“Administrator”** means Payment24 Group Proprietary Limited (registration number 2017/215391/07).
- 2.3. **“Club Account”** means the account of a Member in the Loyalty Programme maintained by the Administrator.
- 2.4. **“Club Card”** means the card and/or virtual card issued to a Member on registration for the Loyalty Programme.
- 2.5. **“Convenience Store”** means any Bonjour or TotalEnergies branded shop (including any new brand adopted by TotalEnergies from time to time) operated at Participating Dealers for the purposes of the retail sale of products other than Eligible Fuels.
- 2.6. **“Eligible Convenience Products”** means products sold at the Convenience Stores, but excluding any products that may be excluded from the Loyalty Programme from time to time by publication on the TotalEnergies Club Website.
- 2.7. **“Eligible Fuels”** means petrol and diesel products sold at the Participating Dealers, but excluding any petrol and diesel products that may be excluded from the Loyalty Programme from time to time by publication on the TotalEnergies Club Website.
- 2.8. **“Eligible Products”** means Eligible Fuels and/or Eligible Convenience Products.

- 2.9. **“Member”** means a Person who has registered as a participant in the Loyalty Programme for the purpose of earning Rewards Points and other rewards or otherwise participating in the benefits of the Loyalty Programme.
- 2.10. **“Member Service Centre”** means the customer service centre established for the Loyalty Programme.
- 2.11. **“Participating Dealers”** means the TotalEnergies dealerships in the Republic of South Africa that have agreed to participate in the Loyalty Programme.
- 2.12. **“Person”** means an identifiable natural or juristic person, including any trust or partnership.
- 2.13. **“Rewards Points”** means the units of the benefits issued to Members under the Loyalty Programme including when purchasing Eligible Products in accordance with these Terms and Conditions.
- 2.14. **“TotalEnergies”** means TotalEnergies Marketing South Africa (Pty) Ltd , registration number; 1954/003325/07..
- 2.15. **“TotalEnergies Club Profile”** means the account for each Member used in the Loyalty Programme for the purposes of maintaining records of Member details, Rewards Points accrued and redeemed, and other rewards and benefits under the Loyalty Programme.
- 2.16. **“TotalEnergies Club Website”** means the website of the Loyalty Programme located at the following web address: [www.club.totalenergies.co.za](http://www.club.totalenergies.co.za).

### **3. INTRODUCTION**

- 3.1. The Loyalty Programme is operated by the Administrator. Members must comply with the procedures and administrative requirements of the Administrator and TMSA.
- 3.2. You are responsible for any tax that might apply to rewards awarded to you under the Loyalty Programme.
- 3.3. The decision of TMSA in all matters relating to the Loyalty Programme, Rewards Points and other rewards, and the award or redemption thereof is final and binding.

### **4. PARTICIPATION IN THE LOYALTY PROGRAMME**

- 4.1. Members must be a citizen or a permanent resident of South Africa or a foreign national residing within the jurisdiction of South Africa, be in possession of a valid Identity Document and/or Passport, and must be 18 years or older as of the date on which the Member registering to the Loyalty Programme.

- 4.2. All Members may be required to produce proof of identity during the validation process . Failure to do so will result in the application not being approved by TMSA. Members may change their details, address, or personal information once it has been submitted and prior to receiving the prize. Any attempt to do so will result in a forfeit.
- 4.3. The Loyalty Programme is open to TMSA employees, including its employees' agencies, sales agents/merchandisers, packaging suppliers, and their immediate family members (including spouses, life partners, parents, grandparents, siblings, children, and grandchildren) or to their business partners, or any person who is (i) a director, member, partner, or agent of, or consultant to the TMSA or any other person who directly or indirectly controls or is controlled by the TMSA; or (ii) a supplier of goods or services in connection with the TMSA.
- 4.4. Employees involvement in Loyalty Programme is strictly limited to accumulation and redemption of Reward Points and at no point during the Loyalty Programme will employees be able to enter any subsequent competitions or promotions run by TMSA in which Employees will at no point be eligible to win any prizes during any and all promotions.
- 4.5. Employees are not entitled to use the TotalEnergies Card to accumulate or redeem any Reward Points throughout and during the Loyalty Programme, and are strictly limited to accumulate points in their personal capacity via various payments methods, excluding the Total Card.
- 4.6. Employees are expressly excluded from redeeming or accumulating any Reward Points in the instance he or she is using a Company Owned Vehicle.
- 4.7. Membership is not transferable and is exclusive to the Person who has registered as a Member. Permitting a third party to use your membership details is a material breach of these Terms and Conditions.
- 4.8. The participation of a Member in the Loyalty Programme may be cancelled or suspended if the Member breaches these Terms and Conditions or commits any misconduct in connection with the Loyalty Programme at TMSA's sole discretion. Any decision of this nature is not subject to any review as TMSA decision is final and binding. Rewards Points or other benefits claimed or redeemed in connection with any breach of these Terms and Conditions will be forfeited or reversed.
  - 4.8.1. You may terminate your membership of the Loyalty Programme by using the TotalEnergies Club Website or any other channels of the Loyalty Programme that offer this functionality.
  - 4.8.2. After cancellation of your membership, all of your Rewards Points will expire and you will not earn further Rewards Points.

5. No responsibility will be accepted by the TMSA, its associated companies (its directors, officers and employees), agents and suppliers, for any direct loss or points or and/prizes which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.
6. The minimum transaction amount for the Loyalty Programme is R5.00 (Five Rand) in Quick Service Restaurant (“QSR”) and minimum purchase of 1L (One Litre) and maximum purchase 1000L (One Thousand Litres) of Petroleum Product per transaction per day on designated forecourt. Any transactions that do not fall within the ambit mentioned herein will be disregarded immediately.
7. The maximum transaction amount a Customer is entitled to claim Rewards for is strictly limited to R600.00 (Six Hundred Rand) per transaction per day on designated forecourt. It is expressly noted that in the instance that the Customer spends over the threshold amount mentioned herein, the Customer is limited to claiming Rewards strictly for the amount of R600.00 (Six Hundred Rand),

## **8. RULES OF THE LOYALTY PROGRAMME**

### **8.1. Participating Dealers**

- 8.1.1. A list of Participating Dealers is available on the TotalEnergies Club Website ([www.club.totalenergies.co.za](http://www.club.totalenergies.co.za)).
- 8.1.2. The list of Participating Dealers may be amended from time to time by publication on the TotalEnergies Club Website.

### **8.2. Joining the Loyalty Programme**

- 8.2.1. You can register for the Loyalty Programme by visiting the TotalEnergies Club Website and completing the online registration process, dialling the following USSD code: \*120\*2683# and following the instructions, sending the following WhatsApp message: TotalEnergies Loyalty Programme, to **[DSA: 0723717026]** and completing the registration process, or by completing the registration process via the TotalEnergies Club Loyalty Programme App.
- 8.2.2. A Club Card will be issued to you (which may be a virtual card with a card number for identification purposes). The Club Card is not a credit or debit card.
- 8.2.3. You may use the Club Card to identify yourself when purchasing Eligible Products or redeeming Rewards Points. You may be requested to provide proof of identity. The Club Card is not sufficient to redeem Rewards Points – to redeem Rewards Points, you must generate a voucher using the Loyalty Programme channels. If you are not in possession of your Club Card at the time of making a purchase, you may utilise one of the other channels permitted under the Loyalty Programme.

- 8.2.4. The Club Card remains the property of TotalEnergies and is provided to you exclusively to assist you in participating in the Loyalty Programme.
- 8.2.5. If a physical Club Card has been issued to you, you are responsible for deactivation of your Club Card if it is lost, stolen or damaged. Club Cards can be deactivated and/or delinked via the TotalEnergies Club Website, the Loyalty Programme app, or such other channels as may be available from time to time, as may be applicable.
- 8.2.6. TotalEnergies is not liable to you for any unauthorised use of your Club Card (including any redemption of your Rewards Points) if it is lost or stolen.

### 8.3. **Earning Rewards Points**

- 8.3.1. Every time you purchase Eligible Products from a Participating Dealer, you will accrue Rewards Points.
- 8.3.2. The following payment methods are not acceptable for earning Rewards Points:
  - 8.3.2.1. Fleet Cards; and
  - 8.3.2.2. TotalEnergies Fuel Cards.
- 8.3.3. You must identify yourself as a Member when purchasing Eligible Products. You can do so by presenting your Club Card or/and your Identity Document/ Passport, or alternatively utilising one of the other channels permitted under the Loyalty Programme, which may include the use of QR codes or your cell phone.
- 8.3.4. The earn rate on Eligible Fuels and on Eligible Convenience Products will be as published on the TotalEnergies Club Website from time to time. One Rewards Point will be awarded for every cent earned on Eligible Products.
- 8.3.5. The earn rates may be amended from time to time at the sole discretion of TotalEnergies. Any amendment to the earn rates will be published on the TotalEnergies Club Website.
- 8.3.6. Rewards Points will not be awarded for past purchases of Eligible Products.
- 8.3.7. Special rewards may be awarded on such terms and conditions as may be published from time to time on the TotalEnergies Club Website.
- 8.3.8. To view your Points balance, history and other details of your Club Account, you can use the TotalEnergies Club Website, or alternatively, you may contact the Member Service Centre or use such other channels as may be made available from time to time, such as the TotalEnergies Club app or USSD.

8.3.9. If any purchase of Eligible Products is cancelled, any Rewards Points earned from such purchase will be cancelled. This may in certain cases place your Club Account into a negative balance.

8.3.10. Rewards Points allocated in error will be reversed.

#### **8.4. Redeeming Rewards Points**

8.4.1. If you wish to redeem your Rewards Points, you must generate a voucher (which will be structured as a virtual payment card) using the Loyalty Programme channels. This voucher must be presented at the time of purchasing Eligible Products at Participating Dealers. Other methods of redemption may be introduced and will be published on the TotalEnergies Club Website. Each Rewards Point will be allocated a value of 1 cent for the purposes of generating vouchers (which will be structured as virtual payment).

8.4.2. If any rewards partners are introduced into the Loyalty Programme, you may use your Rewards Points to pay for purchases from such Rewards Partners in accordance with the procedures published on the TotalEnergies Club Website from time to time.

8.4.3. Rewards Points can only be redeemed in accordance with these Terms and Conditions and are not convertible to cash.

8.4.4. Members will have no claims against TotalEnergies or the Administrator if they are for any reason whatsoever unable to redeem their Rewards Points due to systems or technical issues or faults.

8.4.5. Rewards Points expire 12 (twelve) months from date of issue. However, Members will have up to 6 months after the expiry of the aforementioned 12 (twelve) month period to redeem such Rewards Points, after which they will be finally cancelled.

### **9. MARKETING**

9.1. Unless you opt-out by updating your preferences on the TotalEnergies Club Website, you agree that TMSA and the Administrator may send you information regarding the Loyalty Programme, related product and marketing information, and information concerning TotalEnergies' products and services to your mobile number, email address or any other form of communication.

### **10. YOUR PERSONAL INFORMATION**

10.1. The Member acknowledges that by participating in the Loyalty Programme, that TMSA collects, stores, and uses (but not shares), the Member's personal information, which personal information will be used in accordance with the Protection of Personal Information Act No. 4 of 2013.

- 10.2. By entering into the competition, the Member consents to TMSA retaining his/her personal information to receive communication from the TMSA relating to certain offers, competitions and new products. The Member acknowledges that it can revoke such consent at any time by following the opt-out link attached to any correspondence received by him/her from the TMSA.
- 10.3. The processing of any Member's personal information shall be subject to TMSA's privacy policy. TMSA cannot be held responsible for the processing activities of such associated entities, and the Member acknowledges that he/she must acquaint him/herself with the privacy policy of all such associated entities.
- 10.4. TMSA may require the Members to be identified and photographed, and that the photographs be published in printed media, or to appear on radio and television, or in accepting their prizes, and/or after having received prizes. Members will be given the opportunity to decline the publication of their images and to participate in the TMSA's marketing material insofar as it relates to the Loyalty Programme.
- 10.5. The Administrator and TMSA may exchange the personal information of Members for the purposes of the Loyalty Programme and such other purposes as may be permitted in law. The personal information may be exported to another jurisdiction for the purposes of storage thereof and further processing in accordance with the applicable laws.
- 10.6. Personal information may be further processed in accordance with the TotalEnergies Club Loyalty Programme Privacy Notice, available on the TotalEnergies Club Website.
- 10.7. You must safeguard your ID number, mobile phone number, username, passwords and security measures, and Member details and ensure that they are not divulged to anybody else.
- 10.8. Members may be required to verify their identity including by way of 2 factor authentication.

## **11. LIMITATION OF LIABILITY**

- 11.1. TMSA and the Administrator will not be liable for any direct, indirect, special, or consequential loss or damages howsoever arising including but not limited to, your membership of, and participation in, the Loyalty Programme.
- 11.2. You hereby indemnify TMSA and the Administrator and hold them harmless against any loss or damage you may suffer in connection with your membership of, and participation in, the Loyalty Programme.
- 11.3. All purchases of Eligible Products are transactions that are solely between the Members and the Participating Dealer. The Members have no claims or remedies against TotalEnergies or the Administrator in connection with such purchases.



## **12. INTELLECTUAL PROPERTY**

- 12.1. TMSAs owns all intellectual property rights in the TotalEnergies Club Website, the Loyalty Programme, all content published on the TotalEnergies' website and the TotalEnergies Club Website, all trademarks registered to TotalEnergies and all proprietary information on the aforementioned websites.

## **13. TERMINATION**

- 13.1. TMSA reserves the right to vary, postpone, suspend, or cancel the Loyalty Programme and any prizes, or any aspect thereof, without notice, for any reason whatsoever. In the event of such variation, postponement, suspension or cancellation, the Member agrees to waive any right, interest and expectations that he/she may have in terms of the Loyalty Programme and acknowledges that he/she will have no recourse against TMSA.
- 13.2. You agree that TMSAs will not be liable to you in the event that it chooses to suspend, modify, or terminate the Loyalty Programme. In such an event, you will be given a grace period as published on the TotalEnergies Club Website at the relevant point in time in which to redeem Rewards Points that have not expired, subject to the applicable laws.

## **14. GENERAL**

- 14.1. These Terms and Conditions are subject to and interpreted under the laws of the Republic of South Africa and the South African courts will have exclusive jurisdiction over any claim arising in connection herewith.
- 14.2. You may not assign or otherwise transfer all or any part of your rights or obligations under these Terms and Conditions. You agree that TotalEnergies may, in its sole and absolute discretion, transfer and assign all or part of its rights and obligations under these terms and conditions to one or more third parties chosen by it.
- 14.3. If any clause or sentence in these Terms and Conditions is held by a court of law to be void, illegal or unenforceable, the remaining provisions hereof will not be affected and will remain of full force and effect.