



TOTALENERGIES MARKETING SOUTH AFRICA (PTY) LTD

WIN A SHARE OF R1 000 000.00 PROMOTION TERMS AND CONDITIONS

The Terms and Conditions set out below (“Terms and Conditions”) apply to the **‘Win a Share of R1 Million Competition’** (also referred to as the **“Promotion”**) 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 **“Promoter”**, or **“us”**, or **“we”**).

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. By entering this Promotion, you are deemed to be a participant (“hereinafter referred to as **“you”** or **“participant”**); and all participants will be deemed to have accepted and agree to be bound by these Terms and Conditions.

Any person who enters the Promotional Competition (“the Participant”) acknowledges that the terms and conditions set out herein shall be binding on them, and further, that the Promotional Competition shall be subject to the provisions of the Consumer Protection Act No. 68 of 2008 (“the Act”).

This version of the Terms and Conditions applies to participants (defined above) in the Republic of South Africa.

1. Important Provisions:

- 1.1. We have a duty, in terms of the Consumer Protection Act, No. 68 of 2008 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 important that you read all of these Terms and Conditions carefully and not only what we point out below.
- 1.2. Limitation of risk, legal responsibilities and liability. Clauses 8, 10, 13 and 14 herein 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, the Promoter for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clauses 10 and 14 herein below are particularly important because you take on risk, legal responsibilities and liability. In terms of these clauses, you may be responsible for taxes, fees, claims and other amounts. You will 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 these clauses.
- 1.3. Indemnities by you. Clause 10 herein below requires 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 your participation in the Promotion. 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.



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2. The Promotion is not open to the Promoter, including its employees' agencies, sales agents/merchandisers, packaging suppliers and their immediate family members (including spouses, life partners).
3. Participation in the incentive constitutes your acceptance of these Terms and Conditions. All information relating to this Promotion and published on any promotional material will form part of the Terms and Conditions of entry. The Promoter reserves the right to amend these Terms and Conditions in its sole discretion at any time and any updated Ts&Cs will be emailed to the Site Dealers should any changes occur.
4. The Promotion will run from **02 January 2024 up to and including 30 April 2024** ("the **Promotion Period**").
5. Results will be determined via a third-party audited process and results will be announced on the Promoters platforms.
6. For TotalEnergies Club Member to be eligible for participation he/she must;
 - 6.1 must fill purchase Petroleum product for the amount of R500.00 (five hundred Rand) or more at a participating (integrated) service station and present his/her TotalEnergies Club ID.
 - 6.2 Should TotalEnergies Club Member Participants complete the obligations set out in clause 6.1 herein, he/she will be entered to the promotion automatically.
7. For participants that are not members of the TotalEnergies Club to participate , he or she must;
 - 7.1 sign up to be a TotalEnergies Club;
 - 7.2 must fill purchase Petroleum product for the amount of R500.00 (five hundred Rand) or more at a participating (integrated) service station;
 - 7.3 Should Participants that are not Members of the TotalEnergies complete the obligations set out in clause 7.1 and 7.2 herein, he/she will be entered to the promotion automatically.
8. The Prize shall be as follows:
 - 8.1 5 (five) Participants will be selected on a weekly basis to win an individual prize of R10 000.00 (Ten Thousand Rand) for the duration of the Promotion and
 - 8.2 Various cash prizes via Promoter's Social Media platforms including but not limited to Instagram.
9. No responsibility will be accepted by the Promoter, its associated companies (its 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.
10. All winners will be required to produce proof of identity during the validation process and upon receipt of their prizes. Failure to do so will result in a forfeit. Winners may not 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.



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11. As far as the law allows, all participants indemnify the Promoter and 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 and any harm caused by the contents of the Prize in any way in this Promotion and/or any receipt of and/or use of a prize.
12. By taking part in this Promotion, participants hereby warrant that all information submitted to the Promoter is true, current and complete.
13. The Promoter may at its own discretion decline to award a prize if there is a reasonable suspicion of any irregularities or fraudulent activities.
14. As far as the law allows, all warranties and representations concerning the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
15. 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. The participant will be responsible for the cost of submitting proof of purchase and entering the promotion and any mobile or data charges that apply, as per the tariff rates charged by the participant's mobile network provider.
16. The Promoter reserves the right to terminate the Promotion immediately and without notice, if circumstances beyond its reasonable control prevent the Promoter, its associated companies (directors, officers and employees) agents and suppliers, from continuing to conduct the Promotion. 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.
17. 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.
18. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.
19. 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.
20. The Promoter's decision is final and binding, and no correspondence will be entered into.
21. Promotion and to perform all activities which flow from our receipt of your entry in terms of this Promotion and for statistical purposes only.



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22. If you require any help or have any enquiries in respect of the Promotion, please use the email address: customerservice.tmsa@mail.totalenergies.com.
- 22.1. The Participant acknowledges that by participating in the Promotional Competition, that the Promoter collects, stores, and uses (but not shares), the Participant's personal information, which personal information will be used in accordance with the Protection of Personal Information Act No. 4 of 2013.
- 22.2. The Participant acknowledges further that his/her personal information, being his/her contact number, will be used for the following purposes:-
- 22.2.1. to enter the Participant into the draw;
- 22.2.2. for purposes of administering the competition (including the sharing of the Participant's information with its associated companies as outlined in Item 1 of the Schedule).
- 22.2.3. to contact the Participant in the event that the Participant is the winner of the competition, or to respond to any queries which the Participant may have relating to the competition.
- 22.3. By entering into the competition, the Participant consents to the Promoter retaining his/her personal information to receive communication from the Promoter relating to certain offers, competitions and new products. The Participant 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 Promoter.
- 22.4. The processing of any Participant's personal information shall be subject to TSA's privacy policy. In the event that TSA conducts a promotional competition with associated entities, as outlined in Item 1 of the Schedule, TSA cannot be held responsible for the processing activities of such associated entities, and the Participant acknowledges that he/she must acquaint him/herself with the privacy policy of all such associated entities.
- 22.5. The Promoter may require the winner/s 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. The winner/s will be given the opportunity to decline to the publication of their images and to participate in the Promoter's marketing material insofar as it relates to the Promotional Competition.

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SCHEDULE

1	Associated companies	None
2	Commencement Date	02 January 2024
3	Date Promotional Competition Closes	30 April 2024
4	Participating Products	
5	Prizes	<p>Win A share of R1Million:</p> <ul style="list-style-type: none"> • Five (5) customers per week to WIN R10 000 (Ten Thousand Rand), meaning Twenty (20) customers will WIN every month a total of R800K over 4 months. • R200 000.00 (Two Hundred Thousand Rand) social media prizes
6	Special Terms and Conditions applicable to Promotional Competition	None
7	Draw Details	The draw will be conducted 14 days after the promotion.

