

## **TOTALENERGIES MARKETING SOUTH AFRICA (PTY) LTD**

### **SOCIAL MEDIA COMPETITION TERMS AND CONDITIONS**

#### **1. INTRODUCTION**

- 1.1. This Competition is conducted by TotalEnergies Marketing South Africa (Pty) Ltd, Registration No. 1954/003325/07, a company incorporated in the Republic of South Africa and having its registered address at TotalEnergies House, No. 3 Biermann Avenue, Rosebank, 2196, South Africa ("TotalEnergies"), in association with all parties listed in Item 1 of the Schedule attached hereto (collectively referred to as "the Promoter").
- 1.2. Any person who enters the Competition ("the Participant") acknowledges that the terms and conditions set out herein shall be binding on them.
- 1.3. Any person who is a director, member, partner, employee, or agent of, or a consultant to the Promoter, or any person who directly or indirectly controls or is controlled by the Promoter, or a supplier of goods and services in connection with the Competition, is disqualified from participating in the Competition ("Disqualified Persons").
- 1.4. This Competition constitutes a Promotional Competition as contemplated in the Consumer Protection Act No. 68 of 2008.

#### **2. RULES OF THE COMPETITION**

- 2.1. The Competition shall commence on the date stipulated in Item 2 of the Schedule and shall end on the date stipulated in Item 3 of the Schedule, both days inclusive.
- 2.2. To participate in the Competition, the Participant must be a citizen or a permanent resident of South Africa, be in possession of a valid South African Identity Document and Passport, and must be 18 years or older as at the date on which the Participant enters the Competition or, if a minor, must be assisted to the extent necessary by a parent and/or a legal guardian.
- 2.3. To enter the Competition, the Participants must purchase the products outlined in Item 4 of the Schedule.
- 2.4. The Participants stand a chance to win the prizes as set out in Item 5 of the Schedule.

- 2.5. Participants may enter the Competition as many times as they wish, provided that they comply with the terms and conditions for participating in the Competition, as outlined in this Agreement, and more particularly, by purchasing the products outlined in Item 4 of the Schedule.
- 2.6. Participants are only eligible for one prize under the Competition, and only one winner per household is entitled to win a prize.
- 2.7. Prizes are not transferrable, and may not be deferred, changed, or exchanged for any other item or cash.
- 2.8. The Competition shall be subject to the additional terms and conditions as stipulated in Item 6 of the Schedule.

### 3. **SELECTION OF WINNER/S AND CLAIMING OF PRIZES**

- 3.1. Participants to whom prizes will be awarded will be selected through a randomised draw.
- 3.2. The draw/s will take place as more fully described in Item 7 of the Schedule, which details are subject to change without notice to the Participants.
- 3.3. Winners will be contacted in the manner as outlined in Item 8 of the Schedule.
- 3.4. Subject to Item 8 of the Schedule, should the Promoter be unable to get in touch with a winner after the lapse of 48 hours from the date of the draw of such winner, or to complete the verification process after drawing his/her entry for any reason whatsoever, the Promoter reserves the right to disqualify such winner, and in such instance, proceed with the draw of a replacement winner.

### 4. **IMPORTANT NOTICES**

- 4.1. **The Participant shall not hold the Promoter liable for any entries which are not received, whether timeously or at all, regardless of the cause thereof, and shall not hold the Promoter liable for any problems or technical malfunction of any telephone network or lines, computer online systems, service, or providers, computer hardware or software failures or malfunctions, traffic congestion (whether physical, or on the internet, telephone lines or at any service provider, website or other device or**

medium), or any combination thereof, or any other technical or other problems.

- 4.2. All entries which are submitted via an incorrect entry mechanism, do not contain the correct hashtag (#WhatEnginesDeserve), do not answer the correct feedback to the competition question asked, do not tag @totalenergies\_za, or contain errors or are from a Disqualified Person, will be declared invalid.
- 4.3. The Promoter does not make any representation or give any warranties, whether expressly or implicitly as to a prize, and in particular, without limitation, makes no representations and gives no warranty that a prize, or any aspect thereof, will:
  - 4.3.1. meet the Participant's requirements, preferences, standards, or expectations; or
  - 4.3.2. be satisfactory and punctual.
- 4.4. The Participant acknowledges that he/she shall not be entitled to claim a prize, should it be unlawful for the Promoter to supply such a prize to the Participant. Should the Participant not qualify to receive such a prize, the Participant acknowledges that he/she shall be required to forfeit it.
- 4.5. The Promoter reserves the right to vary, postpone, suspend, or cancel the Competition and any prizes, or any aspect thereof, without notice, for any reason whatsoever. In the event of such variation, postponement, suspension or cancellation, the Participant agrees to waive any right, interest and expectations that he/she may have in terms of the Competition, and acknowledges that he/she will have no recourse against the Promoter.
- 4.6. The Participant agrees that by participating in the Competition, and his/her acceptance and/or use of a prize, or any aspect thereof, is at his/her own risk.
- 4.7. The Participant undertakes to sign a waiver of liability and indemnity before claiming any prize. The Promoter cannot be held responsible for any accident, injury, or loss of property as a result of winning, accepting and/or utilising the prize/s won.

- 4.8. **Notwithstanding the above, all Participants and the winner/s, as the case may be, indemnify the Promoter, its advertising agencies, advisors, nominated agents, suppliers and 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 the Competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promotor and/or use of the Prize).**

5. **GENERAL**

- 5.1. Notwithstanding clause 2.1, as read with Items 2 and 3 of the Schedule, the duration of the Competition may be extended or curtailed at the sole discretion of the Promoter. The Promoter shall have the right to terminate the Competition immediately, and without notice, for any reason beyond its control.
- 5.2. **The Participant acknowledges that the Promoter may collect, store and use (but not share) any personal information obtained by the Promotor for communication or statistical purposes. The processing of such personal information shall be subject to TotalEnergies's Privacy Policy. In the event that TotalEnergies conducts a competition with associated entities:**
- 5.2.1. **TotalEnergies may share any information obtained (including but not limited to the entries, images or any other information acquired) from the Participant with such associated entities;**
- 5.2.2. **The sharing of a Participant's information is not indicative of the Participant winning the competition.**
- 5.2.3. **TotalEnergies 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 to ensure that they are satisfied with the content of same.**
- 5.3. 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.

- 5.4. Should any dispute arise in relation to the interpretation of the Competition and/or its terms and conditions, the Promoter's decision shall be final and binding, and no correspondence shall be entered into.
- 5.5. These terms and conditions will be construed, interpreted, and enforced in accordance with the applicable laws of the Republic of South Africa.
- 5.6. In the event that any of the terms and conditions contained herein are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms of these terms and conditions, which will continue to be valid and enforceable.
- 5.7. Any queries in respect of the Competition, and a copy of the Competition rules, can be found at [www.totalenergies.co.za](http://www.totalenergies.co.za), or by calling the TotalEnergies Customer care centre on 0860111111 between 08h00 and 16h00, throughout the period of the Competition.

## SCHEDULE

<b>1</b>	<b><i>Associated parties</i></b>	<p>Yovanie Ganesh</p> <p>Ziphorah Masethe</p> <p>Juliet McGuire</p> <p>Ciro de Siena</p> <p>Papi Mabele</p> <p>Jacob Moshokoa</p> <p>Matthew Kanniah</p>
<b>2</b>	<b><i>Commencement Date</i></b>	<p>15 October 2021</p> <p>Each influencer to run the campaign on their social media page</p>
<b>3</b>	<b><i>Date Promotional Competition Closes</i></b>	<p>29 October 2021</p>
<b>4</b>	<b><i>Participating Products</i></b>	<p>TotalEnergies Quartz Engine Oil Range</p>
<b>5</b>	<b><i>Prizes</i></b>	<p>7 x R1,000 fuel voucher to spend at any TotalEnergies Service Station.</p>
<b>6</b>	<b><i>Special Terms and Conditions applicable to Promotional Competition</i></b>	<p>Winners will be requested to provide their contact details on Instagram direct message or on Twitter direct message. The prize will be couriered to address provided by winners within 3 weeks of winner being named and contact being made.</p> <p>The winner will need to share and present proof of purchasing the product in order to claim their prize.</p> <p>Winners will be contacted via social media direct message.</p>
<b>7</b>	<b><i>Draw Details</i></b>	<p>Winners will be announced on 1 November 2021. The winners details will be drawn via an online randomiser tool, per associated party (1 x R1000 has been allocated to each associated party) which will select the winner from entries. The draw will be shared</p>

		by the Promoter on their stories. The Promoter will then verify that the winner has followed the necessary entry steps.
<b>8</b>	<b><i>Procedure for contacting Winners</i></b>	Each winner will be contacted via social media direct message within 48 hours, and will be informed of the procedure to follow to get his/her prize. Should the winner not respond to the message within 48 hours, the Promoter will select a new winner. In such an instance, the winner will have no claim of whatsoever nature against the Promoter.