

“STARTATCALTEX”

Competition Ts & Cs APRIL 2019

CALTEX SOUTH AFRICA

CALTEX SOUTH AFRICA: SUNDAY 10 MARCH 2019:

1. This Competition is organized by Astron Energy (Pty) Ltd ("the Promoter") and these terms and conditions apply to the Caltex #STARTATCALTEX Competition.
2. The Competition is open to permanent residents and citizens of South Africa over the age of 18 years with a valid driver's/ temp license, except
 - 2.1 any employee, director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by the Promoter, including but not limited to Astron Energy (Pty) Ltd, Caltex Service Stations, Orlando Pirates Football Club, Meltwater PTY, Avatar Agency (Pty) Ltd, WaveMaker Global, Standard Bank South Africa, Mjang Attorneys, Sapphire Logistics (Pty) Ltd, Known Associates (Pty) Ltd
 - 2.2 and /or immediate family members of the persons specified in 2.1 above.
3. Information on how to enter the Competition and the prizes, form part of these Terms and Conditions.
4. Entry into this Competition is deemed to be acceptance of these Terms and Conditions.
5. This Promotion will be supported on Caltex's Facebook page at <http://www.facebook.com/caltexsa>, Twitter <http://www.twitter.com/caltexsa>, Instagram <https://www.instagram.com/caltexsa>, www.winwithcaltex.co.za as well as supporting digital media banners.
6. The Promoter reserves the right to amend these terms and conditions at any time during the Competition, by posting such amendments on Caltex's Facebook page at <http://www.facebook.com/caltexsa> and WinwithCaltex <http://www.winwithcaltex.co.za>
7. The Promotion shall run from 11h00 on 01 April 2019 and end on 30April 2109 at 23h59 – 30 days ("the Promotion Period")
8. The Prize includes:

8.1 **3 x** Randomly selected entrants will stand a chance to WIN a Shot'Left Caltex Holiday and R1000 Fuel card, up to the value of R25 000 (this does not include flights)

9. To enter the Competition:

9.1 Spend a minimum amount of R250.00 at any participating Caltex forecourt. Retain your receipt as proof of purchase and enter via the following channels:

WEBSITE:

9.2 Entrants may enter via www.winwithcaltex.co.za where they will be directed to the form where they would fill in their information and upload their proof of fuel purchase, thereby entering the database from which the random selection would take place.

ENTRIES:

9.3 Entrants can enter as many times as they want during the promotional period. For each valid entry a new proof of fuel purchase is required.

9.4 A winner may win each prize once or A winner may only win twice during the promotional period

10. Winner Prize Redemption:

10.1 Entrants must look out for a call from Avatar Agency to verify their details and validate the entry.

10.2 Entrants who are drawn as winners will be required to complete and submit a winner's release form. Should any winner refuse or be unable to comply with this condition for any reason, such a winner will be deemed to have rejected the Prize and it shall revert to the Promoters. Winners will be required to provide their name, valid driver's license or valid temp driver's license, and contact details order to receive a Prize. Entrants' and winners' personal information will be handled in accordance with clause 31 below.

10.3 Finalists will be contacted via phone number within 2 working days of the draw date, to verify their email address to confirm their details. The organizers will endeavour to contact winner post final prize selections.

10.4 Avatar Agency and Known Associates (Caltex service provider) will be responsible for all winner validation and prize distribution.

10.5 Entrants must look out for a call from Known Associates to verify delivery details and address of prize fulfilment queries.

10.6 The Shot'left Caltex Holiday is valid up to 6 months. Winners will be asked to select destinations within their respective region as no flights will be covered this prize.

11. The Organizers will endeavour to contact a winner once every day for 3 consecutive working days after their name is drawn and entry has been finalized and leave a voice message, if possible to do so, in order to verify their details. However, if the winner cannot be reached and do not return the call within 24 hours of the last voice message being left on the third working day of attempting to contact a winner, the prize will be forfeited and another winner will be selected in accordance with the rules
12. Entrants who enter any of the 6 Independent National Radio Stations' Easter promotions - which are Supporting promotions to the Caltex Easter Promotion (Campaign), via the www.winwithcaltex.co.za website, must select the relevant Radio Station that they are entering for, must have filled up with R250 or more, and have the receipt as proof of purchase, on the entry page, and refer to the relevant Radio Stations, (Jacaranda FM, Algoa FM, Metro FM, KFM, OFM and East Coast Radio) website's for their full terms and conditions. Each Radio Station has different prizes and therefore different Terms & Conditions will be applicable.
13. *The Winners will be required to provide a copy of his/her Drivers or Learners License as required in terms of the Consumer Protection Act, 68 of 2008. If the Winner fails to provide requested documentation within 48hours (2) day from being requested to do so, the Winner will forfeit the Prize and shall have no claim against the Promoter.*
14. The Promoter shall not be responsible for any delay in delivery or failure of safe delivery of prizes
15. The Promoter reserves the right to request proof of residency address (to the Promoter's satisfaction in its discretion) before issuing the prize. All personal information will be handled in accordance with clause 29 below.
16. Prizes, or any unused portion thereof, are non-refundable, non-transferable or exchangeable and the winner indemnifies the Promoter and its representative against any harm in experiencing or using a prize.
17. The prizes are valued up to what is listed above. The Promoter accepts no responsibility for any variation in the prizes' value or the actual prizes.
18. The Promoter's decision to disqualify an entry is final and no correspondence will be entered into. Entrants may enter the Competition as many times as they wish but will

only be eligible to win one of the above listed prizes over the duration of the Competition.

19. The Promoter reserves the right to either cancel, terminate, modify or suspend the Competition.
20. The Promoter and Standard Bank South Africa will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the competition and or prize/s except for any liability, which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this Competition if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation, technical malfunctions or failures or warranties (including warranties and functionalities of the prizes).
21. If for any reason this Competition is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition subject to any written directions under applicable legislation. The Promoter also reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
22. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this Competition.
23. If required by the Minister of Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to terminate this Competition with immediate effect and without notice of such termination. In such event, all

Entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.

24. Prize winners, on acceptance of prizes, may be requested to be identified in publicity, broadcastings or publications with Caltex's internal or external communications including social media. If Winners consent to participation, their names (first name, last initial and town of residence) may also be announced on the Caltex Facebook page. The Winners shall at all times be entitled to decline the above request. Winners that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise.
25. .The Promoter reserves the right to delete any information uploaded by a participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
26. Participants warrant that they have full rights to the content that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.
27. Participants agree that by uploading their "images" and comments, they grant permission to the Promoter to use the images, comments or any part thereof, in any and all media for the Promoter's business purposes, including promotional / marketing purposes with no consideration payable to the participants. Such permission is perpetual and irrevocable. Participants release and agree to hold harmless the Promoter and all acting with their authority from any liability for such use and from any other claims arising from such use.
28. Social media sites include but is not limited to, Facebook, Twitter, Instagram, YouTube, Original content includes but is not limited to, any piece of written content, audio or visual video or sound clips, images, photos.
29. If participants include any personal information of third parties in content that they upload or other information provided to the Promoter for purposes of the Competition, they must be legally permitted to provide such information and to grant the permission referred to in clause 24 in respect of such information. Each participant indemnifies the Promoter against any losses suffered or claims made against the Promoter as a result of the participant not being legally permitted to

provide such information or grant the Promoter permission to use it.

30. Content created for the Competition may not be in any way derogatory or harmful to any party; public, entrants or promoters. Such content shall be removed and the creator banned from the site. Content which is seen to do the following shall be removed from the site and the creator will be banned: content that is perceived to be spam, the collection of personal information, content that serves a commercial purpose or content that is deemed malicious. The Promoter reserves the right to remove any such content from the without prior warning. The Promoter reserves the right to judge these pieces of content and will use their own discretion in determining whether or not they are outside the guidelines set out in these terms and conditions.
31. The prizes may not be awarded (and entries disqualified) if entry procedures or these terms and conditions have not been adhered to or if the Promoter detects and/or suspects any irregularities or fraudulent practices.
32. The Promoter collects personal information about entrants (including identification, contact and address information) in order to contact them about the Competition and where appropriate, verify their identity to award and deliver prizes. Personal information will be handled in accordance with the Promoter's Privacy Statement available at <https://www.caltex.com/za/privacy-statement.html> and may be used for other purposes as set out in the Privacy Statement.
33. Independent registered auditors and/or attorneys will oversee this Competition.
34. The laws of South Africa apply to this Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of South Africa.

**Disclaimer: Information was correct at time of publishing but may be subject to change.*