



## SASOL SOUTHERN AFRICA PROMOTION

## Terms and Conditions:

- 1. All persons ("Participants") entering the "Sasol Delight" Southern Africa ("Promotion") agree that the Promotion rules, as set out in these terms and conditions ("Terms and Conditions"), shall apply and are binding on them.
- 2. TLC Marketing Worldwide (Pty) Ltd ("TLC") and Sasol Oil (Pty) Ltd, its associated group of companies, their designated agencies or promoters and companies in association with the Competition hereinafter referred to collectively referred to as the "Promoters" in respect of the Promotion for purposes of these Terms and Conditions.
- **3.** This Promotion commences on 26 January 2017 and shall run until 24h00 on 8 March 2017 subject always to any early termination or extension thereof by the Promoters as contemplated in these Terms and Conditions. All entries must reach the Promoters before the stipulated time and no late entries shall be accepted.
- **4.** This campaign Terms and Conditions override any advertising collateral and is the final agreement between the Promoters.
- 5. The Promotional Competition is open to residents and citizens of South Africa who are over the age of 18 years, except product suppliers of the prize, employees, directors, members, partners, agents or consultants, (including spouses, life partners, business partners or immediate family members of any of the aforementioned) of the Promoters and their advertising / media agencies or any other companies in association with the Competition. Only individuals can participate in this Competition and will be entered into the draw. Companies will be excluded.
- 6. By entering the Promotional Competition, all participants and winners acknowledge that they have the legal capacity to enter into the Competition and agree to be bound by these rules which will be interpreted by the Organisers, whose decision regarding any dispute will be final and binding. The Organisers reserve the right to amend, modify or change these rules at any time during the Promotional Competition without notice and liability. Any false information provided will result in a disqualification.
- 7. To enter the Promotion, the Participant must, during the Promotion Period, visit any participating Sasol Delight Store within the Republic of South Africa and spend R50 (Fifty Rand) or more in a single transaction (i.e. the total spend on a single till slip must be R50 or more) and then upload the qualifying till slip in respect of such transaction to the relevant mobi-site, as contemplated in clause 11 below. Participants stand a chance to be elected as a winner for a Weekend Break for 2 at a Peermont Hotel Group OR Orion Hotels (will hereinafter be referred to as "The Prize" or "Reward"). All travel and other related costs in terms of the prize, will be for the winners own account.
- **8.** A total of 120 qualifying participants will be drawn at the end of the campaign as the "final winners". Repeat winners are not allowed for this competition and after the winner is drawn, the number and winner will not be eligible for further prizes in this competition
- **9.** All bookings for the Weekend Break need to be done by 30 June 2017 and travel needs to be completed by 28 February 2018.
- **10.** For the avoidance of any doubt, it is specifically stated that there is no obligation on the Participants to purchase any petroleum products (whether petrol or diesel) in order to participate in this Promotion.
- **11.** The random selection of the winners will be done by TLC by way of a computer algorithm selection. The draw for the Competition will take place on the 13 March 2016 after the promotional period. The





Prizes are neither transferable nor redeemable for cash or any other prize. The Promoters reserve the right to substitute the Prizes with any other prize of comparable commercial value. The prize cannot be transferred and will only be handed over if all details given are factually correct.

- **12.** The winners will be randomly chosen from all qualifying entrants in the presence of an auditor. The Promoters decision shall be final and binding and no further correspondence shall be entered into. The Prize winners will be contacted telephonically within a week after the draw has taken place. All winners will be required to send a copy of their ID in order to confirm that they are 18 years or older and are a South African citizen.
- **13.** In the event that the winner cannot be contacted after 3 tries on the day after the draw then the Organisers reserve the right to offer the prize to the next eligible winner.
- **14.** Participants who wish to enter the promotion may do so by logging onto <u>www.sasolrewards.com</u> ("mobi-site"), following the prompts to create a profile, and then uploading the till slip as proof of qualifying purchases by the Participant equal to R50 or more in a single transaction.
- **15.** Once the till slip has been uploaded (only a clear, legible till slip will be accepted), an automatic SMS will be sent to the Participant advising the Participant of the successful submission of the till slip and that the till slip will need to be validated by TLC.
- **16.** Once TLC has subjected the till slip to TLC's validation process (please allow 10 working days for the validation process), an SMS will be sent to the relevant Participant (using the information provided by the Participant on the mobi-site), either notifying the Participant that the till slip is not a valid till slip for purposes of the Promotion or confirming that a valid till slip has been submitted by the Participant.
- **17.** If the Organiser cannot continue with the Promotional Competition for any reason beyond their reasonable control or if they are required by any regulatory terms or applicable law, the Organiser may end the Promotional Competition on condition that:
  - a. No prize winners have been determined; and
  - b. Reasonable notice has been given beforehand to all entrants.

The Organisers reserve the right to amend or alter the Standard Terms and Conditions of the Competition at any time

The Reward (Prize) Details:

- A weekend break for 2, including breakfast at any Peermont Hotel Group OR Orion destinations Nationwide, no breakfast is included at Orion hotels.
- The Weekend Holiday Package entitles a group of 2 adults to 2 night's holiday at a selection of Peermont OR Orion destinations with check in on Friday evening and check out on Sunday morning.
- The reward is based on standard double rooms only.
- The accommodation must be booked before the validity end date of the offer, failing which the reward will be forfeited.
- Upon completion of the booking, an e-mail confirmation will be sent to you detailing your booking details. This document must be presented when checking-in to the hotel. TLC Marketing Worldwide, the promoter and its authorized agents cannot accept any liability for any failure to present proof of reservation at the hotel by the customer when checking in, which may result in refusal to accept the reservation.
- All accommodation is strictly subject to Promotional availability. Availability will be very limited during school, religious and public holidays which are considered peak season.
- The accommodation provided is fully furnished and equipped. You will be informed of any other requirements and costs prior to confirming your booking.
- Hotels often have on-site facilities although there is no guarantee these will be available all year round.





- All additional costs incurred during the stay such as meals, telephone calls, television/films and mini bar bills must be paid on departure. On arrival, your card details will be taken by the venue. All costs incurred during the stay will be charged to this card when you check out at the end of your stay, excluding costs covered by TLC Marketing Worldwide.
- 18. For any queries on the promotion, please call TLC on 011 676 7702 between 08h30 16h30, Monday – Friday (excludes weekends and public holidays) or contact TLC via email on sasol@tlcrewards.com
- **19.** Rewards partners' terms and conditions, as provided to the Participant at the time that the relevant Reward is redeemed, shall also apply in respect of such Reward, and the Participant, in redeeming and utilising the Reward, agrees to such terms and conditions.
- **20.** Where delivery of reservation confirmation is required, this will be sent via electronic means (i.e. email or sms). The Promoters do not accept any responsibility or liability for the late or non-arrival of such notifications or confirmations.
- **21.** Rewards cannot be redeemed for cash in part or whole and is non-refundable, non-transferrable and non-exchangeable.
- 22. he Rewards may not be allocated if the entry procedures or these Terms and Conditions have not been adhered to, or if the Promoters detect and/or suspect any irregularities or fraudulent practices.
- **23.** The Promoters will continuously monitor any irregular behaviour, whether it be in entries and/or Participant's details. Consequently, any violation or attempt and/or suspicion of violation or irregular behaviour and/or non-compliance with these Terms and Conditions will result in immediate disqualification of the Participant.

## EXCLUSIONS AND OTHER IMPORTANT TERMS

- **24.** These Terms and Conditions contain certain provisions which appear in similar text style to this clause and which:
  - a. may limit the risk or liability of the Promoters or a third party; and/or
  - b. may create risk or liability for the Participant; and/or
  - c. may compel the Participant to indemnify the Promoters or a third party; and/or
  - d. serves as an acknowledgement, by the Participant, of a fact.
  - e. the Participant cannot be a juristic entity and must be an individual;
  - f. The Participant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- **25.** Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoters in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- **26.** The Participant acknowledges that he/she has been given an appropriate opportunity to first read these Terms and Conditions and that he/she understands and accepts these Terms and Conditions.
- 27. All Participants participate entirely at their own risk. By reading and accepting these Terms and Conditions, the Participant gives consent to these risks and hereby indemnifies and holds harmless the Promoters, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Promotion and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any of the Promoters. The Promoters, their directors, employees, agents and distributors accept no





responsibility and they will not, in any circumstances, be liable to compensate the Participant, or accept any liability for: (a) any inability by the Participant to use the Reward in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the Reward; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the Reward. The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any Reward nor in respect of any warranties or undertakings given by any person other than the Promoters themselves. The Promoters, their directors, employees, agents and distributors, have no responsibility for the administration of the venue(s) in relation to the Rewards and will not accept any liability in relation to the quality, performance or availability of goods and/or services at such venues or related to the Rewards. The qualifying Participant indemnifies the Promoters, their directors, employees and agents, and holds them harmless in respect of any loss, injury, damage or death (if applicable) caused to the Participant at any venue(s) during the Participant's time spent there in relation to the Rewards.

- **28.** The Participant agree to hold the Promoters harmless for any claim made against the Promoters or their respective affiliates by third parties due to the Participant's breach of these Terms and Conditions.
- **29.** The Promoters reserve the right to terminate or extend the Promotion at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Promotion and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers and nominated agents.
- **30.** By entering the Programme in accordance with its terms, Participants acknowledge that the Programme will be managed in accordance with the provisions of the CPA. Qualifying Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the Reward to the Participant. Should any qualifying Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have rejected the Reward.
- 31. The Promoters reserve the right to vary these Terms and Conditions at any time during the Promotion period should the need arise by posting such amended terms and conditions on <u>www.sasolrewards.com</u>. Any queries in this regard, and a copy of these Terms and Conditions can also be obtained by calling TLC on 011 676 7702 during office hours (Monday to Friday 08h30 16h30) excludes weekends and public holidays, throughout the Promotion Period.
- **32.** The Participants indemnify the Promoters and participating Sasol services stations and the franchised store entities, as contemplated in clause 6 above, from any and all claims arising howsoever from their participation in this Promotion.
- **33.** The Participants further indemnify the Promotors and participating Sasol Service Stations in Southern Africa and the franchised store entities, as contemplated in clause 6 above from any claim should this Promotion be called off or extended for any reason whatsoever. Consequently, all Participants agree to waive any rights that they may have in terms of the Promotion and acknowledge that they have no recourse against the Promotors and such participating Sasol Delight Stores Southern Africa services stations and the franchised store entities.
- **34.** Without detracting in any way from the Promoters' rights in terms hereof, if required, as a result of a change in legislation by, amongst others, the Minister of Trade and Industry or the Department of Energy, or if the Promotion is declared unlawful, or if any allegations of the Promotion being in breach of any law is made by any competent authority, the Promoters reserve the right to terminate the Promotion immediately and without notice. In the event of such termination all





Participants agree to waive any rights they may have accrued in terms of the Promotion and acknowledge that they have no recourse against the Promoters or their promotional agents.

- **35.** Notwithstanding anything to the contrary contained in these Terms and Conditions, the Promoters reserve the right to amend, modify, change postpone suspend or cancel this Promotion and any Reward (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters deem necessary. At the end of the Promotion for whatsoever reason, all of the Promoters' obligations in regard to the Promotion as well as in regard to the Rewards shall cease to exist.
- **36.** This Promotion is only open to South African citizens who are residing in South Africa at the time of submission of the till slip on the mobi-site to enter the Promotion and are aged 18 years or older.
- **37.** These Terms and Conditions shall be governed by the laws of the Republic of South Africa.