

TERMS AND CONDITIONS FOR THE SHELL COMPETITION TO BE RUN IN THE REPUBLIC OF SOUTH AFRICA ONLY

1. This competition is organized by Shell Downstream South Africa (Pty) Ltd (“**Shell**”) and will run from 12 December 2017 to 14 January 2018 (“the competition”).

2. To enter this competition, participants must purchase any item at any participating Shell service station, SMS “BMW” followed by your name to 32210 (R1/SMS) or dial *120*32210# (Standard SMS rates apply). Alternatively, customers will get the chance to enter by completing and submitting physical entry forms at the following site activations on 15 December 2017 between the hours of 05:00 to 13:00 at Ultra City Jacaranda (Midrand), Ultra City Golden City (Midrand), and 15 December 2017 between the hours of 09:00 to 17:00 at Ultra City Kroonstad and Ultra City Montrose. Customers will also get the chance to enter by completing and submitting physical entry forms at the site activation on 7 January 2017 between the hours of 09:00 to 17:00 at Ultra City Polokwane Southbound.

3. Participants may enter as many times as they wish and must keep their till slip as proof of purchase for purposes of entry validation.

4. For the avoidance of any doubt, it is specifically stated that there is no obligation on the part of any participant to purchase fuel in order to enter this competition.

5. Participants stand a chance to win:
 - (i) One (1) of five (5) cash prizes each valued at R5,000.00 (five thousand rand) (“**Cash Prize**”); or
 - (ii) One (1) of five (5) BMW F20 118i Sports Hatchback 5-Dr, Melbourne Red Metallic each valued at R439,742.00 (“**BMW Prize**”). The value of the BMW Prize excludes Licence and Registration fees which is for the winner’s own account.

6. One (1) winner of the BMW Prize will be randomly drawn on Monday, 18 December 2017 by Metro FM (“**Metro FM BMW Winner**”) from a randomly drawn shortlist of three (3) candidates. The Metro FM BMW Winner will be contacted live on SABC Metro FM radio station’s ‘The Fresh Breakfast show’ between 05:00 and 08:00 on Tuesday, 19 December 2017. Only entries received between 00:00 on 12 December 2017 and 01:00 on 18 December 2017 will go into the draw to be the Metro FM BMW Winner.

7. The winners of the remaining four (4) BMW Prizes will be drawn on or before 16 February 2018.
8. The winners of the Cash Prize must have a valid bank account for the cash to be transferred.
9. The Cash Prizes and the remaining four (4) BMW Prizes will be drawn and verified on or before 16 February 2018. All winners will be notified telephonically on the number that was used to enter the competition within a reasonable period after the draw. If Shell is unable to reach any participant whose name was drawn after 3 (three) telephone calls, such participant will be disqualified and a draw of a replacement winner shall take place in the same manner as the first draw.
10. The handover of all the BMW Prizes to the five (5) winners will take place on or before 30 March 2018.
11. Participants are only eligible to win 1 (one) prize in the competition.
12. This competition is open to South African residents only and participants must be in possession of a valid identity document and a valid driver's licence and participants must be aged 18 (eighteen) years or over.
13. The BMW Prize winners will be required to attend to the registration of the motor vehicles at their own cost. Shell will provide a temporary permit valid for 21 (twenty- one) days for each motor vehicle. The winners will be required to submit a copy of their identity documents and proof of residence (which should be less than 3 (three) months old for purposes of the temporary 21(twenty-one) day permit.
14. The BMW Prize winners will be responsible for insuring the motor vehicle upon receipt from Shell.
15. The BMW Prize winners will be responsible for picking up the motor vehicle from a Shell selected service station or BMW dealership.
16. The judges' decision is final and no correspondence will be entered into.

17. Shell may publish the winner(s) name(s) and/or image(s) in any advertising and promotional material or digital media for this competition and any other future competitions/promotions provided that the winner(s) has given his/her consent to Shell. Should the winner(s) consent to the use of his/her name and/or (image(s) in any advertising and promotional material or digital media for this competition and any other future competitions/promotions, he/she will have no claim to any compensation or payment in respect of the use of his/her name and/or image (s).
18. Entry is not open to (i) any director, member, partner, employee, agent of, consultant to, lessee of, sub-lessee of, (employee of such lessee/sub-lessee), or anyone associated with or affiliated to Shell or BMW South Africa via any direct/indirect brand affiliation or otherwise, and (ii) such prohibition extends to any spouse, life partner, parent, child, brother, sister, business partner or associate of such persons listed in (i).
19. Shell's internal auditors are the appointed auditors for this competition. Shell reserves the right to appoint external auditors in its sole discretion and for any reason whatsoever.
20. By entering the competition, all participants and winners agree to be bound by these rules which will be interpreted by Shell, whose decision regarding any dispute will be final and binding. Shell reserves the right to cancel, terminate, modify or suspend the competition and any prizes (which have not been subject to a draw), or any aspect thereof, or the terms and condition at any time, and for any reason, with or without notice and without any liability. In the event of such termination, all entrants hereby immediately agree to waive any rights they may have in terms of this competition and acknowledge that they have no recourse against Shell, its agents and/or promoters.
21. Entries, which are duplicated, which are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or are from disqualified persons, will be declared invalid. Any technical failures that leads to any competition entry being invalid or not received will not be Shells' liability, and Shell cannot be held responsible for technical errors.
22. The winner may be required to sign a waiver of liability and indemnity before claiming the prize. Shell may collect, store and use (but not share) any personal information of entrants for communication or statistical purposes. The duration of the competition may also be extended or curtailed at the sole discretion of Shell.

23. All participants are deemed to have read and understood the terms and conditions of the website and of participant's mobile network service provider.
24. Shell are not liable for any defect in the prizes. All ancillary costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government taxes or other fees applicable, are the responsibility of the winners and/or participants.
25. All participants and the winners as well as their partners, as the case may be, indemnify Shell, their advertising agencies, advisers, nominated agents and suppliers, 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 this competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of Shell and/or use of the prizes). Should any winner refuse or be unable to comply with this rule and the rules of the competition for any reason, such winner will be automatically disqualified
26. Subject to the provisions of the Consumer Protection Act 68 of 2008, the winners accept the prizes at his/her own risk and Shell will not be liable for any costs incurred by a winner in claiming their prize. Shell cannot be held responsible for any accident, injury, or loss of property experienced as a result of winning, accepting and/or utilizing prizes won.
27. The BMW Prize represented by the images in the artwork is for presentation only, the actual prize may differ from that of the image shown herewith.
28. Winners cannot win if they have won any previous Shell competition within the last twelve (12) months.
29. No cash or other alternatives in whole or part substitution of the specified prizes will be offered and the prizes are non-transferable.
30. By entering this competition, participants agree to the terms and conditions herein.
31. A copy of these terms and conditions and the winners can also be sourced (at no cost) at www.shell.co.za/vpower.

32. For all queries in respect of this competition, please contact the Shell Helpline on 0800 027 027.