

## STARTATCALTEX

Competition Ts & Cs APRIL 2019

### CALTEX SOUTH AFRICA:

1. This Competition is organised 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 licence, 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, Majang 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](http://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 17h00 on 01 April 2019 and end on 30 April 2019 at 23h59 – 30 days ("the Promotion Period").
8. The Prize includes:

8.1 **8 x** Randomly selected entrants will stand a chance to WIN R50 000 cash.

IF ANY of the **first 4** winners randomly selected:

8.1.1. have indicated via either method of entry in 9.2 or 9.3 respectively that they are a UCount Rewards Member; and

8.1.2 used their qualifying Standard Bank personal or business Credit, Cheque or Debit Card to pay for fuel to enter the promotion; and

8.1.3 are further validated by Standard Bank UCount Rewards as being active UCount members during the promotion period and at time of draw;

they will automatically qualify to each further win R6000 in UCount Rewards Points (60,000 UCount Rewards Points) which will be automatically credited to their UCount Rewards Account.

8.2 **30 x** Randomly selected entrants will stand a chance to WIN All-expense Shot'Left Caltex Holiday and R1000 Fuel card, valued at R25 000 (this does not include flights)

8.3 **60 x** Randomly selected entrants will stand a chance to WIN Road Trip Essentials backpack (backpack, R1000 fuel card, power bank, water bottle, aux cable, first-aid kit, cooler bag, fujistax polaroid camera & vintage t-shirt) valued at R6000.

IF ANY of the **60** winners randomly selected:

8.3.1 have indicated via either method of entry in 9.2 or 9.3 respectively that they are a UCount Rewards member and;

8.3.2 used their qualifying Standard Bank personal or business Credit, Cheque or Debit Card to pay for fuel to enter the promotion and

8.3.3 are further validated by Standard Bank UCount Rewards as being active UCount members during the promotion period and at time of draw;

they will automatically qualify to each further win R720 in UCount Rewards Points (7200 UCount Rewards Points) which will be automatically credited to their UCount Rewards account.

8.4 **60 x** Randomly selected entrants will stand a chance to WIN R1000 fuel card and vintage t-shirt valued at R1500.

IF ANY of the **first 48** winners randomly selected:

8.4.1 have indicated via either method of entry in 9.2 or 9.3 respectively that they are a UCount rewards member and;

8.4.2 used their qualifying Standard Bank personal or business Credit, Cheque or Debit Card to pay for fuel to enter the promotion and

8.4.3 are further validated by Standard Bank UCount Rewards as being active UCount members during the promotion period and at time of draw;

they will automatically qualify to each further win R300 in UCount Rewards Points (3000 UCount Rewards Points) which will be automatically credited to their UCount Rewards card.

8.5 **20 x** Randomly selected entrants will stand a chance WIN a 3-piece luggage hamper (3 set American Tourist luggage set, R1000 Fuel card and vintage t-shirt) valued at R7000.

IF ANY of the **first 15** winners randomly selected:

8.5.1 have indicated via either method of entry in 9.2 or 9.3 respectively that they are a UCount rewards member and;

8.5.2 used their qualifying Standard Bank personal or business Credit, Cheque or Debit Card to pay for fuel to enter the promotion and

8.5.3 are further validated by Standard Bank UCount Rewards as being active UCount members during the promotion period and at time of draw;

they will automatically qualify to each further win R840 in UCount Rewards Points (8400 UCount Rewards Points) which will be automatically credited to their UCount Rewards account.

8.6 ~~20 x~~ Randomly selected entrants will stand a chance WIN a leather duffle bag hamper (Leather duffle bag, R1000 Fuelcard and vintage T-shirt) valued at R5500.

IF ANY of the first 15 winners randomly selected:

8.6.1 have indicated via either method of entry in 9.2 or 9.3 respectively that they are a UCount rewards member and;

8.6.2 used their qualifying Standard Bank personal or business Credit, Cheque or Debit Card to pay for fuel to enter the promotion and

8.6.3 are further validated by Standard Bank UCount Rewards as being active UCount members during the promotion period and at time of draw;

they will automatically qualify to each further win R660 in UCount Rewards Points (6600 UCount Rewards Points) which will be automatically credited to their UCount Rewards account.

## 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:

### USSD

9.2 USSD – entrants need to dial\*120\*1340# and follow the prompts. Note standard rates apply 20c for every 20 seconds and 10c for every initiated session

9.2.1 USSD – entrants will go into our daily prize database from which the randomly selected winners will be chosen.

### WEBSITE:

9.3 Entrants may enter via [www.winwithcaltex.co.za](http://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 as per USSD process above.

**ENTRIES:**

9.4 Entrants can enter as many times as they want during the promotional period provided that each valid entry is accompanied by an independent proof of fuel/diesel purchase is required to validate your entry. Independent proof of fuel/diesel purchase must be obtained on the day, or day(s) prior to, which an entrant is selected as a winner.

9.5 Multiple entries are permitted provided that each competition entry, must be for separate purchases of R 250.00 or more (in a single purchase) on fuel/diesel and in accordance with entry requirements. Multiple entries of the same purchase will result in immediate disqualification.

9.6 If any entry is/was made in a manner which in the Promoter's discretion provides the participant with an unfair advantage over other entrants, such a Participant will be disqualified from this and all future competitions run by the Promoter.

9.7 A winner may win each prize once OR a winner may only win twice during the promotional period

9.8 A winner is eligible for one prize per day over 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, proof of purchase, valid driver's licence or valid temp driver's licence, and

contact details in order to receive a Prize. Entrants' and winners' personal information will be handled in accordance with clause 31 below.

**10.3** Winners will be contacted via phone within 2 working days of the draw date, to verify their email address and to confirm their details. The organisers 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 R50 000 cash prize will be transferred to the respective winner's bank account within 5 working days of confirming each winner.

**10.7** 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 by this prize.

**10.8** The fuel card and vintage T-shirt prize will be delivered to the respective address within 30 working days of confirming each winner.

**10.9** The travel kit, duffle bag hamper, 3 piece luggage set will be delivered to the respective address within 45 working days of confirming each winner.

11. The Organisers will endeavour to contact a winner once every day for 3 consecutive working days after their name is drawn and entry has been finalised, and leave a voice message, if possible to do so, in order to verify their details. However, if the winner cannot be reached and does 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](http://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) websites 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 Licence as required in terms of the Consumer Protection Act, 68 of 2008. If the Winner fails to provide requested documentation within 48 hours (2) days 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 representatives 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.
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, unauthorised 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 jeopardise 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 online 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 downloading 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 are not limited to, Facebook, Twitter, Instagram and YouTube. Original content includes but is not limited to, any piece of written content, audio or visual video or sound clips, images and 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 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.*