

Capitec and Shell V+ Terms and conditions

Competition Rules

Prizes

Capitec clients who fill up at Shell a minimum of 3 (three) times or more between **14 November 2022 to 13 January 2023** stand a chance to win a **BMW F40 118i M Sport hatch**.

Competition period

| Start Date & time | Closing date & time | Draw date(s) | Winner(s) Announcement Date(s) |
|-----------------------------|-------------------------|-----------------|--------------------------------|
| 14 November 2022 at 00:01am | 13 January 2023 11:59pm | 18 January 2023 | 20 January 2023 |

How to enter

Note: The competition is only open to Capitec Global One client's who have a Shell V+ card

1. Clients need to spend R450 or more at Shell garage, a minimum of 3 (three) times over the competition period, in order to earn an entry (this excludes purchases made in store)
2. The Shell V+ card must be swiped with every transaction
3. The purchase must be paid for with a Capitec card (debit, credit or virtual)
4. Clients will earn an additional entry for every R450 or more spent after the minimum of 3 (three) has been achieved

Winner selection process

1. Shell's internal auditors are the appointed auditors for this Promotion. Shell reserves the right to appoint external auditors in its sole discretion and for any reason whatsoever.
2. The winner of the prize will be drawn by 28 February 2023. The draw will be conducted electronically by third parties approved and appointed by Shell Downstream South Africa (Pty) Ltd and internal Auditors of Shell Downstream South Africa (Pty) Ltd.
3. The winner will be notified telephonically on the number that is registered to their V+ loyalty card 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
4. The eligible, identified, and verified prize winners will receive their prizes by 31 May 2023.

Competition terms and conditions

1. The name of the campaign is **Capitec | Shell win a BMW M Sport competition** and Capitec Bank is the promoter of the competition
2. The competition is open to natural persons –
 - 2.1 Who are citizens and/or permanent residents of, and living in, the Republic of South Africa ("RSA")
 - 2.2 Who are in possession of a valid RSA identity document or driver's license and a valid passport endorsed with "permanent resident" status; and
 - 2.3 Who are 18 (Eighteen) years of age or older
 - 2.4 Who are Capitec clients, and have all their accounts in Good Standing
 - 2.5 Who has a valid driver's licence and/or a valid RSA bank account (needs to be FICA compliant).
 - 2.6 Participants stand a chance to win a F40 118i M Sport hatch (7K32) ("the Prize").
 - 2.7 To claim the Vehicle prize, the winner must produce their valid South African driver's licence, failing which the winner will forfeit the prize and a new winner will be selected.

- 2.8 If the selected prize winner passes the verification process and submits the required documents stipulated in these terms and conditions, they will be declared a winner by the Promoter. The validity of such documentation is at the Promoter's discretion.
 - 2.9 The Promoters shall solely determine the specifications and colour of the vehicles to be won and the Promoter's decision is final.
 - 2.10 The Vehicle prize does not include any extras such as fuel and additional accessories.
 - 2.11 JSN Motors will arrange licensing, registration, and delivery of the F40 118i M Sport hatch (7K32).
 - 2.12 Insurance of the F40 118i M Sport hatch (7K32) prize is for the winner's own account. The vehicles will have a 5 year/ 100 000km warranty included.
 - 2.13 No liability shall attach to Capitec or Shell in relation to any claims, losses or liabilities for any loss of profit or any other direct and/or indirect, special or consequential loss arising out of any of the prizes. The Promoter is not liable for any defects in the prizes. Ownership of and risk in, and benefit attaching to, the prizes will pass to the winner immediately. Standard warranties from the supplier will apply.
 - 2.14 Prize fulfilment will take place within 8 weeks from the date that the winner is selected. Winner will be contacted either by Capitec to arrange.
3. Directors, members, partners, employees or agents of, or consultants to the promoter or any other person who directly or indirectly controls or is controlled by the promoter and their spouses, life partners, business partners or immediate family members and any other persons directly involved with the deriving, production, management or marketing of the competition are not eligible to participate in or enter the competition
 4. The promoter, its affiliates, employees, advertising agencies and suppliers will not be liable for the failure of any technical element relating to the competition that may result in any entry not being successfully submitted
 5. Winners will only be eligible for a single win throughout the duration of the competition
 6. The prizes are not transferable or negotiable nor can it be exchanged for cash
 7. Cash prizes will be deposited directly into a Capitec Bank savings account opened and maintained in the name of the winner
 8. If we are unable to contact a Prize winner within 72 (seventy-two) hours of choosing the winner, we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.
 9. Prizes that are redeemable from a third party or are for use and enjoyment at a third party's premises are subject to the following –
 - 9.1 All third-party terms and conditions of use and/or enjoyment applicable to the prize;
 - 9.2 It is the winner's responsibility –
 - 9.2.1 to redeem and/or use the prize whilst still valid (where time constraints apply); and
 - 9.2.2 to liaise directly with the third party with regards to any and all matters concerning the prize
 - 9.3 The winner consents to the promoter processing his/her personal information to the third party for the purpose of redeeming a prize (where applicable)
 10. The promoter reserves the right to substitute any prize with another prize of similar commercial value
 11. Your entry and/or participation in the competition and/or your acceptance of the prize (in the event that you win a prize) constitutes your binding acceptance of the competition rules
 12. Should any dispute arise in relation to the interpretation of these Competition rules, the promoters' decision shall be final and no correspondence shall be entered into
 13. You may not win a prize if it is unlawful for us to supply such a prize to you. You must be eligible to win the prize
 14. Any documents, permissions and/or any legal or regulatory requirements that may be required by these rules or any other applicable law in order to accept and use a prize, shall remain your responsibility to obtain and/or observe at your own cost, and which documents and permissions must remain valid in such minimum form required by these rules or any other applicable law
 15. The promoter, its affiliates, employees, advertising agencies and suppliers will not be responsible, and hereby disclaim all liability, for any loss, injury or death, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the competition or the acceptance and/or use by you, of any prize, or by any action taken by the promoter or any of its affiliates, employees, advertising agencies and suppliers in accordance with the competition rules
 16. If you fail to comply with any of the competition rules, then without prejudice to any other remedy which we may have, you will be automatically disqualified and you will forfeit the prize(s) (in the event that you have already won a prize)
 17. Subject to the Participants right to expressly accept, decline and withdraw consent or participation, the promoter may –
 - 17.1 publish images of the prize winners on its marketing material in any format, for a period not exceeding 12(twelve) months from the date of winning
 - 17.2 use the Participants personal information obtained during participation in the Competition for any of its marketing activities
 - 17.3 require that the Participants be present when the draw takes place and/or when the winners are announced
 18. If the promoter is required by the Minister of Trade and Industry to alter any aspect of the competition or to terminate the competition as a result of changes in legislation, the promoter will have the right to terminate the competition with immediate effect and without notice of such termination. In such event, all Participants hereby waive any right which they may have against the promoter, its affiliates, employees, advertising agencies and suppliers.
 19. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners.
 20. These competition rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa

21. Important to note is that the handover of the vehicle will be in May of 2023. The reason being that upon winning, the car will then have to be ordered on the clients Identity Number, following which is a three-month waiting period for the vehicle to be delivered to South Africa.
22. Participants in this competition understand and agree that in order to offer the competition, the Promoter must collect and use personal information about the participants. This competition is conducted under the terms of the applicable privacy laws.
23. A copy of the rules can be found on Capitec's website at this link: <https://www.capitecbank.co.za/competitions-and-conditions/>