

Capitec and Shell Win a BMW Competition Rules

Prizes

Stand a chance to win a BMW X3 s Drive 18D SAV.

Competition period

The competition will run from 1 December 2023 – 29 February 2024.

Start Date and Time	Closing Date and Time	Draw Date	Date the Winner is Announced
1 December 2023 at 00:01am	29 February 2024 11:59pm	8 March 2024	31 March 2024

How to enter

Note: The competition is only open to Capitec clients who have a Shell V+ card.

For automatic entry into the competition:

1. Simply fill up with R500 or more at any Shell garage, a minimum of 3 (three) times between 1 December 2023 – 29 February 2024 to earn an entry (this excludes purchases made in store)
2. Swipe your Shell V+ card
3. Pay with your Capitec card (debit, credit or virtual)
4. You will earn an additional entry for every purchase of R500 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
2. The winner of the prize will be drawn by 8 March 2024. The draw will be conducted electronically by Capitec Bank and Shell using the Google random draw selection process. The prize winner will be notified telephonically on the number that is registered to their V+ loyalty card within 3 weeks of 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
3. The eligible, identified, and verified prize winner will receive their prizes by 28 July 2024

Competition terms and conditions

By entering the competition, you agree to the following terms and conditions:

1. The name of the competition campaign is Capitec | Shell win a BMW 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 license and/or a valid RSA bank account (needs to be FICA compliant).
 - 2.6 Participants stand a chance to win a BMW X3 s Drive 18D SAV ("the Prize")
 - 2.7 To claim the vehicle prize, the winner must produce their valid South African driver's license, 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 vehicle to be won and the Promoter's decision is final
- 2.10 The Prize does not include any extras such as fuel and additional accessories
- 2.11 JSN Motors will arrange licensing, registration, and delivery of the Prize
- 2.12 Insurance of the Prize is for the winner's own account. The Prize will have a 5 year/100 000km) warranty included
- 2.13 The Promoters shall not be liable in any manner whatsoever 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 prize. Ownership of and risk in, and benefit attaching to, the prize will pass to the winner immediately. Standard warranties from the supplier in respect of the Prize will apply
- 2.14 Prize fulfilment will take place within 22 weeks from the date that the winner is selected. Winner will be contacted by the Promoter after the draw for the Prize to arrange handover of the Prize to the winner.
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 Prize is not transferable or negotiable nor can it be exchanged for cash
7. If the Promoter is unable to establish positive contact a Prize winner within 72 (seventy-two) hours of choosing the winner, the Promoter reserve the right to declare the Prize forfeited and/or choose a new Prize winner
8. Where applicable, if the Prize to be redeemed from a third party, or subject to the use and enjoyment at a third party's premises are subject to the following –
 - 8.1 All third-party terms and conditions of use and/or enjoyment applicable to the Prize;
 - 8.2 It is the winner's responsibility –
 - 8.2.1 to redeem and/or use the prize whilst still valid (where time constraints apply); and
 - 8.2.2 to liaise directly with the third party with regards to any and all matters concerning the Prize
 - 8.3 The Promoter will obtain the consent of the Prize to the promoter processing his/her personal information to the third party for the purpose of redeeming a prize (where applicable)
9. The Promoter reserves the right to substitute any Prize with another Prize of similar commercial value
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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)
16. Subject to the Participants right to expressly accept, decline and withdraw consent or participation, the Promoter may –
 - 16.1 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
 - 16.2 Use the Participants personal information obtained during participation in the Competition for any of its marketing activities

17. 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
18. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners
19. These competition rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa
20. **Important to note is that the handover of the Prize will be by 28 July of 2024. The reason being that upon winning, the Prize will then have to be ordered on the clients Identity Number, following which is a 3-month waiting period for the Prize to be delivered to South Africa follows**
21. 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
22. A copy of the rules can be found on Capitec's website at this link: <https://www.capitecbank.co.za/competitions-and-conditions/>