

TERMS AND CONDITIONS

Midas Easter Brochure Promotion

20 March – 15 April 2025

1. The terms and conditions set out below ("**Terms and Conditions**") apply to the Midas Easter Brochure Promotion Campaign ("Promotion") being run and administered by Shell Downstream South Africa (Pty) Ltd ("**Shell**" or "**Promoter**" or "**us**" or "**we**") a company incorporated in South Africa with registration number 2007/016255/07, and whose registered office is situated at 57 Sloane Street, The Campus, Twickenham Building, Bryanston, 2021.
2. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering this Promotion all participants will be deemed to have accepted and shall be bound by these Terms and Conditions. This version of the Terms and Conditions applies to Participants (defined below) in the Republic of South Africa.
3. We have a duty to point out certain important provisions in these Terms and Conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below. It is very important that you read all of these clauses carefully.
 - 3.1. **Limitation of risk, legal responsibilities and liability.** Clause 17, 24, 25, 26 and 29 below are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against, Shell for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clause 24 below is particularly important due to the potential for incurring risk, legal responsibilities and liability. In terms of clause 24, you may be responsible for taxes, fees, claims and other amounts. You may also be responsible for, and you accept, various risks, damages, harm, and injury, which may be suffered, by you and others for what is stated in this clause.
 - 3.2. **Indemnities by you.** Clauses 17 and 28 below requires you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in clause 28. This places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.

4. The Promotion is only valid in South Africa and is open to South African residents and South African citizens only. Participants must be in possession of a valid identity document and must be aged 18 (eighteen) years or older.
5. By participating or entering this Promotion, participants will be deemed to have accepted and be bound by these Terms and Conditions, which are interpreted and construed in accordance with the laws of the Republic of South Africa.

6. **Promotional Prize:**

Weekly Prizes

- 6.1. Participants stand a chance to win 1 of 200 V+ Plus Fuel Voucher to the value of R1000 (One Thousand Rands). Participants are limited to 1 (one) V+ Plus Fuel Voucher.

7. **Important Information**

- 7.1. Prizes are not transferrable and cannot be redeemed for cash or equivalent of cash.

8. **Restrictions:**

- 8.1. Prizes cannot be redeemed for cash in part or whole and are non-refundable, non-transferable, and non-exchangeable and the promoters reserve the right to substitute any prize with another prize of similar or equal value.
- 8.2. The promoters do not guarantee any buy-back of any of the prizes given away in the promotion.
- 8.3. A participant may only win 1 prize and may not redeem another one.
- 8.4. The participants accept the prize(s) at their own risk. In the event of unforeseen circumstances, the Promoters reserve the right to substitute the prize with a prize of the same or greater value.
- 8.5. The Promotion will run from 20 March 2025 and end on 15 April 2024. No transactions received before 20 March 2025 at 00:00 and after 15 April 2025 will be accepted.

9. **To enter the Promotion and redeem a prize, participants must:**

10. Buy any 5L Shell Helix HX7 or HX8 Premium motor oil exclusively (Helix HX7 10W-40 or Helix HX8 5W-40) at any MIDAS store. Send Your receipt via WhatsApp to 067 448 7922, upload your receipt, then follow the prompts to be entered into the draw.
 - 10.1.1. Participants with a Shell V+ Plus card are required to input their card number on the user journey. Customers without a Shell V+ Plus Card will still be able to complete the user journey to enter into the draw.
 - 10.1.2. Winning customers without a V+ Plus Card numbers will be contacted to register for a Shell V+ Plus card at their nearest Shell Fuel Station and share their card number.
 - 10.1.3. All winning customers' V+ Plus Cards will be loaded with R1000 (One Thousand Rand)
11. Take note that purchase of any of the participating products will allow for redemption of 1 (one) V+ Plus Fuel Voucher.
12. There are only 200 vouchers available for redemption and Participants will only be able to redeem the Vouchers while stocks last.
13. By entering the competition to win 1 of 200 V+ Plus Fuel Voucher. All participants 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.
14. Please note that the Promotion is exclusively available at MIDAS stores within South Africa.
15. The Promoters may in their sole discretion amend these Terms and Conditions at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised terms and condition on the www.shell.co.za site.
16. No responsibility will be accepted by the Promoter, its associated companies (directors, officers and employees) agents and suppliers, for any prizes which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.
17. As far as the law allows, all Participants indemnify the Promoter, its associated companies (directors, officers, and employees) agents and suppliers, against any / all claims for any loss or damages, whether direct, indirect, consequential, or otherwise, arising from any cause whatsoever connected to

or arising from their participation in any way in this Promotion and/or any receipt of and/or use of a prize.

18. Participation in the Promotion constitutes acceptance of Terms and Conditions, and participants agree to abide by the rules and participants hereby warrant that all information submitted to the Promoter is true, current, and complete.
19. As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied, or tacit) are hereby excluded.
20. Participation in this promotion 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 Downstream South Africa (Pty) Ltd via any direct/indirect brand affiliation or otherwise, and (ii) such prohibition extends to any spouse, life partner, parent, child, siblings, business partner or associate of such persons listed in (i).
21. Owners and employees of MIDAS, stores as well as Shell lubricants employees are not permitted to enter the competition.
22. The Participant acknowledges that Shell may collect, store and use (but not share) any personal information obtained by Shell for communication or statistical purposes. The processing of such personal information shall be subject to Shell's Privacy Policy which can be found at <https://www.shell.co.za/privacy.html>. Shell will only collect personal information to fulfil the purpose for which it was collected or as required by applicable laws and regulations. Shell will not use your personal information for a different purpose or allow third parties to use or collect your personal information without first obtaining the Participant's consent.
23. Shell may publish the winner(s) name(s) or image (s) in any advertising and Promotional material or digital media for this Promotion and any other future 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 or image in any advertising and Promotional material or digital media for this Promotion and any other future Promotions/Promotions, he/she will have no claim to any compensation or payment in respect of the use of his/her name or image. 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.
24. As far as the law allows, the Promoter shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoter will pay. The Participant is responsible for (i) any and all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the Participant's participation in the Promotion, or from the acceptance, receipt, use or

enjoyment of any Prize.

25. Shell reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any prize which are not subject to terms of redemption, or any aspect thereof, without notice at any time, for any reason which Shell reasonably deems necessary. In the event that the prize is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute the prizes with another of equal value.
26. Shell reserves the right to terminate the Promotion immediately and without notice. In the event of such termination, as far as the law allows, all participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.
27. To the fullest extent permitted by law, neither the Shell nor its partners or agents supporting the Promotion shall be responsible for any loss, damage or injury whatsoever suffered by any participant or winner (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by the winner as a result of or in connection with the Promotion or the acceptance, use or application of the prize.
28. All participants and the winners, as the case may be, indemnify Shell and its partners or agents supporting the Promotion, its 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 Promotion (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of Shell).
29. As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
30. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.
31. For any queries related to the Promotion please contact the Shell Customer Call Centre on 0800 027 027 or via email on shelltechnical-za@shell.com.