

## FUCHS LUBRICANTS SOUTH AFRICA (PTY) LIMITED PROMOTIONAL TERMS AND CONDITIONS

1. The promotional offer, gift-with-purchase is by FUCHS LUBRICANTS SOUTH AFRICA (Pty) Limited (registration number: 2014/272890/07) with its registered address at 6 Isando Road, Isando, 1600, (hereinafter referred to as "FUCHS" / "us" / "we").
2. Participation in any Promotion is deemed an acceptance of these Promotional Terms by the individual submitting a claim. All claims must comply with these promotional terms to be valid.
3. All entrants to the Promotion are doing so entirely at their own risk.
4. This Promotion commences on the **1 September 2023** at 08:00 am and will end on **31 October 2023** at 11:59 pm ("Promotional Period"). Claims received after the Promotional Period will not be accepted.
5. Only one promotional offer may be redeemed at any time.
6. To enter the Promotion, the entrant must purchase 1 X 5-litre TITAN GT1 FLEX 23 5W-30 or 1 X 5-litre TITAN SUPERSYN LONGLIFE 5W-40, to get a FUCHS rugby ball, **while stocks last**.
7. In addition to the in-store promotion, we are giving away a FUCHS branded Boom-Box, users need to share a photo of their valid till slip, indicating the date, products purchased and the store these items were purchased from. Send the photo via email to [ZA-contact-za@fuchs.com](mailto:ZA-contact-za@fuchs.com) to enter the draw. All entries for the draw must be before the closing date of **31 October 2023** at 11:59 p.m.
8. There are no entry fees to participate. However, only one promotional offer may be redeemed at any time during the Promotional Period.
9. The entrant must be resident in South Africa ("Territory"), possess a valid identity document, and be over 18 (eighteen) years old. The entrant cannot be a juristic entity and must be an individual. If the entrant is a foreigner, the foreigner must have a valid residence permit in order to receive the prize.
10. Participants must also be an end-user consumer, participating in the Promotion for their own use or benefit and not for commercial purposes, re-sale, or any other indirect purpose or use.
11. Promotions are void outside of the geographical territory identified therein ("Territory").
12. The Promotion is not open to employees, family members of employees, agents and/or representatives of FUCHS.
13. The winner's prize is not transferable, non-refundable, non-exchangeable and cannot be redeemed for cash.
14. The entrant hereby consents to FUCHS supplying the entrant's personal information and contact details to any third-party service provider to assist with the administration of the promotion.

15. In the event of a dispute, the decision of FUCHS is final and binding, and no further correspondence will be entertained.
16. The entrant hereby consents to FUCHS using and processing any personal information in accordance with the Protection of Personal Information Act 4 of 2013 for processing of the entrant's entry as stated herein as well as for any marketing and promotions. The entrant may contact FUCHS on 011 565 9600 or [SM\\_ZA20\\_InformationOfficer@fuchs.com](mailto:SM_ZA20_InformationOfficer@fuchs.com) in order to have their personal information verified, amended or removed from the FUCHS database.
17. Nothing in these Promotional Terms is intended to exclude, restrict or modify any consumer rights which, under applicable legislation may not be excluded, restricted or modified by agreement. By entering the Promotion, the entrant acknowledges that he/she is entering a promotional competition for the purposes of the Consumer Protection Act 68 of 2008 (hereinafter referred to as "CPA"), and the promotional competition will be conducted in accordance with the CPA. Accordingly, the winner of the Promotion undertakes to do all things necessary to enable the FUCHS to comply with its obligations under the CPA, including, but not limited to, providing any personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and, where applicable, signing receipt of the prize upon its delivery.
18. The winners may be requested to provide their names for publicity purposes. The names of the winners and their pictures may be re-posted on FUCHS' various Social Media sites, including LinkedIn, Facebook, Twitter, and Instagram, as well as on [www.fuchs.com](http://www.fuchs.com). The winners hereby consent to their names and pictures being posted on FUCHS' various Social Media sites, and it is the responsibility of the winners to advise FUCHS otherwise in writing when advised of their win.
19. The terms of any Promotion, including but not limited to the Promotional Period, may change, be modified, or cancelled at any time, with or without notice, by FUCHS in its sole discretion.
20. FUCHS may, in its sole discretion, refuse any claim submitted by a Participant. Without limiting the generality of the foregoing, FUCHS reserves the right to invalidate, disqualify or cancel any claim that is not in accordance with these Promotional Terms or if it believes that a claim is based on an unauthorized or improper submission or other violation of these Promotional Terms. FUCHS also reserves the right to modify or cancel any Promotion due to system error or unforeseen problems. Ongoing Promotions are subject to change without notice. All decisions of FUCHS are final in all respects and not subject to appeal of any kind under any circumstances. Failure by FUCHS to enforce any provision(s) of these Promotional Terms shall not constitute a waiver of those or any other provisions herein.
21. By participating in the Promotion, the entrants agree to indemnify FUCHS and release and hold FUCHS harmless against any and all losses, damages, rights, claims and actions of any kind in connection with the Promotion or resulting from acceptance and participation in the Promotion including, but not limited to, any personal injuries, death, damage to property and claims based on defamation or invasion of privacy.