

# Caltex Eastern Cape “Love your Car” Competition

## TERMS AND CONDITIONS:

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I agree and understand that I shall be bound by and comply with the terms and conditions for entry into the Caltex Eastern Cape Marketer (CECM) Love your Car Competition (“The Competition”) and that in the event that I fail to comply with the terms and conditions for entry for any reason that my entry shall not be eligible for any prize and I may be disqualified from the competition.

1. The competition shall run from one minute past midnight 9<sup>th</sup> February 2017 to midnight on 16<sup>th</sup> February 2017.
2. The competition applies to entries specifically identified by tagging us on Facebook, Instagram or Twitter.
3. To enter, a participant shall post a photo or video of their fuel-propelled vehicle, tagging us on our Caltex Eastern Cape Facebook, Instagram or Twitter accounts in the post.
4. Participants may only submit one entry on each of the three identified platforms (i.e. Facebook, Instagram and Twitter). Should more than one entry be received from the same entrant on the same platform, the first received entry will be deemed to be the valid entry, and subsequent entries discarded.
5. By entering the competition, entrants confirm that they are legally entitled to use the material they post and that they permit Caltex Eastern Cape Marketer and its agencies to use any entry to the competition as they wish; including (but not limited to) the use of entries to promote the competition.
6. The competition is open to everyone domiciled in the Eastern Cape except employees of Caltex, Caltex Eastern Cape Marketer their advertising and promotional agencies, marketing service companies, other suppliers, their retailers and retailer employees and the immediate family members of all of the above.
7. To qualify for a prize, a participant may not have won a prize with Caltex Eastern Cape within the past 90 days. A participant may only win one prize in the competition.
8. For avoidance of any doubt, it is specifically stated that there is no obligation on the part of any participant to purchase fuel in order to enter this competition.
9. Entries containing or depicting illegal, sexually explicit or morally or racially offensive content will not be eligible to win and will be deleted and the participant may be barred from the Caltex Eastern Cape social media platforms, at the discretion of Caltex Eastern Cape Marketer.
10. Every correct, qualifying entry received by midnight on 16<sup>th</sup> February will entered into a single draw. Five entries will be drawn using a random number process.
11. Each of the five (5) winners thus identified will receive two sets of R500 in fuel vouchers which are valid for six months from their nominated EC Caltex Service Station. One set will be for the winner and one set may be gifted to a nominated friend / relation / partner provided the nominated person also qualifies in terms of these rules.
12. In all cases the winners will be selected by Caltex Eastern Cape Marketer in its sole discretion.
13. Winners will need to adhere to the verification process in order to claim their prizes and will need to supply a copy of their ID or passport when the prize is handed over.

14. Each prize may only be awarded to or taken by the person who is a winner of a prize and his / her nominated beneficiary.
15. Should there be no, or insufficient, correct entries, the organisers reserve the right not to award all five prizes.
16. The decision of the judges at Caltex Eastern Cape Marketer is final and no correspondence shall be entered into. Caltex Eastern Cape Marketer may in its sole discretion decide that an entry is not eligible for the competition and may disqualify the entry even if the entry is correctly submitted.
17. The winners will be contacted via social message, on the platform used to submit the winning entry, within 48 hours of the close of the competition. Winners shall have to claim their prize. Three attempts will be made to contact the winner over a seven day period.
18. The prizes must be claimed within seven (7) days of being first notified. No prize may be claimed after this period and the winner shall forfeit his/her prize.
19. Caltex Eastern Cape Marketer accepts no responsibility for any variation in the worth of the prize due to fuel price variation or any other reason. The prize, or any unused portion is not transferable or exchangeable and cannot be taken as cash.
20. The prize will be delivered to winners at the Eastern Cape Caltex service station of their choice.
21. Prize winners, on acceptance of prizes, may be requested to participate in publicity or broadcast or publishing with Caltex internal or external communication including social media. Names of the winners (first name, last initial and town of residence) may also be announced on the Caltex Eastern Cape Facebook page.
22. Caltex Eastern Cape Marketer requires the winners to submit a copy of their ID or other identification, and to complete and submit an information disclosure agreement and indemnification to enable Caltex Eastern Cape Marketer to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should any winner refuse or be unable to comply with this rule for any reason, such winner will be deemed to have rejected the prize and it shall revert back to Caltex Eastern Cape Marketer.
23. All entries and any copyright subsisting in the entries become and remain the property of Caltex Eastern Cape Marketer. Caltex Eastern Cape Marketer collects contact information about entrants in order to contact them about the competition and where appropriate award prizes, and may also use the information to assist Caltex Eastern Cape Marketer in improving goods and services and to contact entrants in the future with special offers via any medium including mail, Facebook inbox and commercial electronic messages.
24. Caltex Eastern Cape Marketer is not responsible for any problems or technical malfunction of any telephone networks or lines, computer on-line 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 down-loading any materials in this competition.
25. Caltex Eastern Cape Marketer 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 prize/s, except for any liability which cannot be excluded by law. Caltex Eastern Cape Marketer 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 Caltex Eastern Cape Marketer including without limitation technical malfunctions or failures or warranties (including warranties and functionalities of the prize/s).
26. Caltex Eastern Cape Marketer shall have the right to terminate the competition immediately and without notice. In the event of such termination, all participants agree to waive any

right that they have to recourse against Caltex Eastern Cape Marketer their agents, service providers, publishers and or promoters.

27. Entering of the competition indicate acceptance of all the above rules and any violation or attempt to violate any of these competition rules will result in immediate disqualification of the transgressor.
28. Dates, times and prizes are subject to change without prior notice.
29. 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 beyond the control of Caltex Eastern Cape Marketer, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, Caltex Eastern Cape Marketer reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition subject to any written directions under applicable legislation. Caltex Eastern Cape Marketer also reserves the right in its sole discretion to disqualify any individual who Caltex Eastern Cape Marketer 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. Caltex Eastern Cape Marketer's legal rights to recover damages or other compensation from such an offender are reserved.

For more information please contact [competition@CECM.co.za](mailto:competition@CECM.co.za)

*IT'S HOW YOU GET THERE*  **CALTEX**