

Family 5km Wellness Challenge 2020

sponsored by Caltex Eastern Cape Marketer and FreshStop

TERMS AND CONDITIONS:

I agree and understand that I shall be bound by and comply with the terms and conditions for entry into the Family Wellness Challenge ("The Competition") run by Caltex Eastern Cape Marketer (CECM; The Promoter) 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.

I agree that all participants are in good health, are physically fit and trained to participate in and understand the risks associated with the competition.

I confirm that I am aware of the potential dangers of running alone in remote places and at quiet times of the day, and undertake to not put myself at risk in this regard.

I accept, on my own behalf and on behalf of the family participants, that we enter and participate at our own risk and fully indemnify the organisers, Caltex Eastern Cape Marketer, all sponsors and partners, and any or all other parties from any direct or indirect loss of damage, however caused, arising from their participation in the competition or related to the competition.

I understand and acknowledge that no indemnity cover is provided by the promotor, ASA, Border Athletics Association, Oxford Striders or anyone involved in sponsoring or assisting with this virtual competition.

1. The competition shall run from 05:00 on 12th September 2020 to 19:00 on 13th September 2020, excluding any time between then that falls within the hours of curfew in place on those dates. Participants have until midnight on 14th September to upload their results to Facebook, after which entries will not be considered.
2. The competition shall be advertised in a post (the competition post) on the Caltex Sole Destroyer Facebook page, and promoted on the Caltex EC social media sites.
3. In order to participate, entrants are required to accept the terms and conditions, including the indemnity clauses, by registering on <https://caltexec.co.za/competitions/family-wellness-challenge/> by midnight on Friday 11th September 2020. Failure to do so will result in the entrant not being eligible for a prize.
4. Entries are open to family groups of between two and five people who reside at the same address in the Eastern Cape. At least one family member must be an adult over 18 years of age and one a minor under the age of 18 years.
5. If the participating adult is not the parent or legal guardian of the participant(s) under the age of 18, the legal parent / guardian must consent to their minor child's participation through the entry process. By posting an entry you are declaring that you have the authority to do so, and that you fully agree with, and accept these terms and conditions on behalf of the minor entrant.
6. Entrants will complete a five km walk / run, capture it using a smart watch, GPS enabled phone or similar device, and upload it to the Caltex Sole Destroyer page as a comment under the Family Wellness Challenge post. Only one device per family entry is required.
7. Participants acknowledge that they take part in this challenge entirely at their own risk. They acknowledge that, due to the nature of the competition, the promoters cannot manage potential

risks, whether foreseen or unforeseen. Participants therefore understand and acknowledge that there are risks and hazards associated with events of this nature and that the possible effects of these risks can range from minor injuries to severe injuries to death, and in relation to their property can range from minor damage to severe damage to complete destruction or loss.

8. They exonerate Caltex Eastern Cape Marketer, Oxford Striders Athletics Club and any other sponsor or organising party from all responsibility for the safety and well-being of the participants. They specifically acknowledge that they are aware, and accept that no road-safety, first aid services, ambulance, sweepers, marshals or water tables will be in place.
9. To the extent permissible by law, each participant accepts that the promoters, its affiliates or stakeholders (collectively referred to henceforth as entities) accept no responsibility or liability for and agrees to indemnify these entities from and against any loss, damage, injury, disability, death, expense, cost or liability of whatsoever nature suffered by the participant or members of his / her family, his/her estate and/or his/her dependents which in any manner, in whole or in part, arise directly or indirectly from his/her participation in the events or any of the activities associated therewith or incidental thereto, use of facilities and/or amenities or by reason of defective material or equipment or by way of any human or mechanical error, default or failure or from any other cause whatsoever.
10. In order to qualify, the entering family and the route must meet the following conditions:
 - a. Comply with the State of Disaster regulations for exercise in force at the time, including wearing a mask at all times when in a public space and adopting social distancing measures.
 - b. Be completed in a small group of people as permitted by State of Disaster regulations in force at the time. (CECM reserves the right to disqualify entries if the routes and times suggest that a large number of people have completed the challenge together in contravention of these regulations).
 - c. Be completed during non-curfew hours.
 - d. Take place within the Eastern Cape
 - e. Take place between opening and closing competition dates and times
 - f. Include proof of time, duration and date of the walk / run, as recorded on the device used to capture the run (screen shots are acceptable), as well as the name of the responsible adult in the family and the number and age of participants.
11. To enter, a participant shall post their entry and accompanying details as detailed in 10(f) above on the Caltex Sole Destroyer Facebook page in the comments section under a post promoting the competition. Only entries by participants who have accepted the Ts & Cs, including the indemnity, as set out in clause 3, will be valid. Posts must be uploaded before midnight on 14th September 2020
12. In the event of doubt, the validity of the entry will be determined by the CECM Social Media team.
13. Only one entry per participating family may be submitted.
14. All valid and correct entries, will be placed in a computerised random draw. The first four drawn qualifying entries will be declared provisional winners.
15. Once verified, the first drawn winner will be awarded R500 (Five Hundred Rand) worth of fuel vouchers to be redeemed at a Caltex Service Station in the Eastern Cape or Kokstad Caltex_of the winner's choice. The second to fourth drawn verified winners will each receive a R300 FreshStop voucher. Caltex Eastern Cape Marketer accepts no responsibility for any variation in the worth of the prize due to price variation or any other reason. The prize, or any unused portion is not transferable or exchangeable and cannot be taken as cash.
16. It is noted that if a voucher is lost, once it has been signed for by the winner, CECM will not be able to replace same.
17. The competition is open to everyone domiciled in the Eastern Cape, as detailed in Clause 4, except employees of Astron Energy, Caltex Eastern Cape Marketer, FreshStop, their advertising and

promotional agencies, marketing service companies, other suppliers, their retailers and retailer employees and the immediate family members (i.e. parent, child or sibling) of all of the above.

18. 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.
19. 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 EC and Caltex Sole Destroyer Facebook pages, at the discretion of Caltex Eastern Cape Marketer.
20. The potential winners will be contacted via Facebook Inbox, or in a comment below the entry post, with a request for a contact phone number. The potential winners will have three days in which to respond, after which they will be deemed not to have accepted the prize, and a replacement potential winner will be selected using the same random number process.
21. A verification process will then be carried out via telephonic voice interview. The winners are required to adhere to the verification process in order to claim their prizes. Should a potential winner be ineligible in terms of these terms and conditions, or should the winner be unwilling to comply with the verification process, a replacement potential winner will be identified and the process repeated.
22. The decision of the panel of judges 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
23. The prize may only be awarded to or taken by the person who is a winner of a prize. It is noted that the person that posted the winning post will be considered to be the winner if there is any dispute. The prize may either be collected in person or the winner may have the prize couriered to them. If collected in person this will be at an Eastern Cape Caltex service station of their choice. If the winner requests that the prize is couriered, the winner exonerates CECM and their chosen carrier from any liability in the event that the voucher does not arrive or is incorrectly delivered.
24. The prize winner, on acceptance of prize, may be requested to participate in publicity or broadcast or publishing with Caltex internal or external communication including social media. The winner has the right to refuse such a request. The name of the winner (first name, last initial and town of residence), and the winning entry, may also be announced on the Caltex Eastern Cape and. Caltex Sole Destroyer Facebook pages.
25. Caltex Eastern Cape Marketer requires the winner to produce 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. In the event that the winner requests a courier to deliver the prize, these documents must be scanned and returned to the designated email address prior to the prize being dispatched. Should the 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.
26. All entries and any copyright subsisting in the entries become and remain the property of Caltex Eastern Cape Marketer.
27. 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.
28. 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.
29. 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).

30. 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.
31. Entering of the competition indicates 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.
32. Dates, times and prizes are subject to change without prior notice.
33. If for any reason this competition is not capable of running as planned because of unforeseen circumstances including (but not limited to) government decree, 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.
34. 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. Unfair practices such as, but not limited to, suspicion of vote rigging, creation or use of false profiles to gain an unfair advantage, shall fall within this clause. Determination of whether a practice is unfair rests with Caltex Eastern Cape Marketer and no discussion of such a decision will be entertained. 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

IT'S HOW YOU GET THERE.

