



## PUMA ENERGY SOUTH AFRICA (PTY) LTD

### BIG WIN ENERGY! FUEL FOR THE YEAR COMPETITION

#### BACKGROUND:

- Puma Energy South Africa (Pty) Ltd is holding a Competition in South Africa whereby Entrants may enter and/or participate in the Competition in order to stand a chance to win a share of 1 of 13 (Thirteen) fuel vouchers valued at R 20 000 each or their share of 1 200 ( One Thousand and Two Hundred) meal vouchers from either KFC or Hungry Lion valued at R 100.00 (One Hundred Rand) each (hereinafter referred to as the **“Competition”**).
- Puma Energy South Africa (Pty) Ltd shall at all times have the right to delegate, subcontract, cede or assign, or otherwise transfer any part of (or all of) these Competition Terms and the carrying out of the Competition in South Africa, to any of its local subsidiaries or other members of the Puma group, as may be appropriate.

#### 1. TERMS & CONDITIONS:

- 1.1 The Promoter of this competition is Puma Energy South Africa (Pty) Ltd, a company incorporated in the Republic of South Africa and having its registered address at The Marc, 129 Rivonia Road, Tower 2, Sandown, Sandton, Johannesburg, South Africa, (hereinafter referred to as the **“Promoter”**).
- 1.2 The participants in the Competition (being the entrants and applicable participants in this competition) are all natural persons entering the “BIG WIN ENERGY” Competition (referred to as the **“Entrants”** or **“Entrant”** as the case may be).
- 1.3 The Entrants, or Entrant, as the case may be, agree that, by participating or otherwise engaging in or with the Competition, that the Competition rules as set out in these Terms and Conditions (**“Competition Terms”**) are binding on them. A copy of these Competition Terms and/or Terms and Conditions are available on WhatsApp, via WhatsApp number **060 018 5153**

#### 2. IMPORTANT NOTICE:

- 2.1 These Competition Terms contain certain terms and conditions which appear in similar text style to this clause and which:
  - 2.1.1 may limit or exclude the risk or liability of the Promoter or a third party; and/or
  - 2.1.2 may create risk or liability for the Entrant; and/or
  - 2.1.3 may compel the Entrant to indemnify the Promoter or a third party; and/or
  - 2.1.4 serves as an acknowledgement, by the Entrant, of a fact or circumstance.
  - 2.1.5 the entrant cannot be a juristic entity and must be a natural individual.
- 2.2 The Entrant's attention is drawn to these terms and conditions, being the Competition Terms, because they are important and should be carefully noted.
- 2.3 Nothing in these Competition Terms is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Entrant or the Promoter in terms of any consumer protection legislation within South Africa, nor any gambling or



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gaming legislation, and nor any other applicable law South Africa which relates to the offering or enforcement of the Competition Terms.

- 2.4 All Entrants to this Competition participate entirely at their own risk. By reading and accepting these Competition Terms, or by entering into or otherwise participating in the Competition, the Entrant gives their consent to these risks and hereby fully indemnifies and holds harmless the Promoter and all entities in the Puma Energy group, including but not limited to their directors, employees and agents, of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of the Entrant's participation in the Competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any indemnified party.

### **3 DURATION:**

The Puma Energy "BIG WIN ENERGY" promotion (this Competition) **opens at 00h00 on 01<sup>st</sup> December 2025 and closes at 00h00 on 28<sup>th</sup> February 2026** (the "**Competition Period**"). Any entries made after the stipulated closing time and date will not be accepted. The Entrant acknowledges and accepts the Competition Period and confirms that they shall become ineligible for any prize or voucher after the abovesaid closing date and time.

### **4 ELIGIBILITY:**

- 4.1 The Competition is only valid in South Africa where the Competition is held and is open only to natural persons who are legal and / or registered citizens of South Africa.
- 4.2 Participants (Entrants) must be at least 18 (eighteen) years of age and permanent/ legal residents of South Africa (and accordingly lawful citizens of said country).
- 4.3 Juristic persons and artificial Persons (whether incorporated or otherwise) are not eligible to participate in the Competition.
- 4.4 The Competition is not open to employees, consultants, contractors, or agents of the Promoter, nor any of its Affiliates, their families or anyone else professionally associated with the Competition. For the purpose of these Competition Terms, "**Affiliate**" of the Promoter shall mean the Promoter's parent undertaking or its subsidiary undertaking or a subsidiary of its parent undertaking or any other person controlled by or under the same control either directly or indirectly.

### **5 PRIVACY:**

5.1 For the purposes of this Competition and these Competition Terms;

- "**Data Protection Laws**" means all laws now or in future relating to data protection, privacy and information security that apply to either the Promoter (Puma Energy) or the Entrant in connection with these Competition Terms.
- "**Personal Data**" means any information that can be used directly or indirectly, alone or in combination with other information to identify an individual.



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- **"Process"** (in a form) means the collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, combination, blockage, erasure or destruction of Personal Data.

5.2 By participating in the Competition, the Entrant agrees to the Processing of their Personal Data in accordance with the Data Protection Laws.

5.3 The Entrant further acknowledges that it has read, understands, and accepts Puma Energy's policies set out at <https://pumaenergy.com/en/policies> .

### 5.4 Data Collection:

- Puma Energy will comply with applicable data protection and privacy laws (the Data Protection Laws) in Processing Personal Data in connection with the Competition under these Competition Terms.
- The Entrant consents to provide the Promoter with the relevant and requested Personal Data (information) required in order to enter the Competition, as well as allowing the Promoter to share the collected Personal Data with designated third parties.
- Puma Energy (the Promoter) will not disclose, or otherwise transfer your Personal Data, without your consent, except as otherwise set out herein.
- Participation in the Competition constitutes acceptance of the Competition Terms. All information relating to this Competition and published on any promotional material will form part of the Competition Terms.
- The Promoter has the right, in its sole and absolute discretion to change the Competition Terms of the Competition without prior notification to any of the Entrants (participants). The Entrants accept and acknowledge that they shall have no recourse against the Promoter for any such change of the Competition Terms.
- All Personal Data shared within the context of the Competition will be treated as confidential and shall only be Processed for the sole purpose of the Competition. Any other processing of any Personal Data by the designated third parties and Promoter is prohibited.
- It is the responsibility of the Entrant to provide accurate Personal Data, otherwise the Promoter would not be able to fully comply with the Data Protection Laws of South Africa.



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### 6 QUALIFYING CRITERIA:

6.1 Only products, being Puma Energy-authorized and Puma Energy-branded ULP 93, ULP 95 and/or Diesel 50 ppm products (the “**Products**”) bought during the Competition Period would give rise to an entry into this Competition by the Entrant.

6.2 In order to qualify as an Entrant for this Competition:

- The Entrant must live in, and be a lawful citizen of, South Africa where they have purchased their Product from.
- The Entrant must provide correct and full personal details, as reasonably required for the purposes of this Competition, which will be processed in accordance with the Data Protection Laws of South Africa.
- The Entrant must be 18 years or older; and
- The Entrant cannot be a juristic entity and must be a natural individual.

6.3 Entrants may enter the Competition as many times as they wish, provided that each entry is associated with a separate and divisible qualifying Product purchase as stipulated in this section 6 and section 7 below.

### 7 ENTRY CRITERIA:

- 7.1 To enter the Competition, the Entrant must;
- Buy either ULP 93, ULP 95 or Diesel PPM 50 ppm at a minimum value of R 500.00 (the Products),
  - WhatsApp “Hi” to **+27 (0)60 018 5153**. or scan a QR code located on-site and/or on the promotional leaflets provided by the Promoter and further follow the prompts to complete a once off registration and submit a picture of their valid unique slip,
  - Retain their till slip associated with the Product purchase.
- 7.2 Entrants must enter the Competition using the cell phone number that is owned and registered to that specific Entrant. No Entrant can use another person’s cell phone or cell phone number for entry into the Competition. If it is discovered that an Entrant has entered the Competition using a cell phone number that is not registered to that Entrant, he/she will automatically be disqualified.
- 7.3 An Entrant may not enter the Competition using more than one cell phone number. This is to avoid additional fraud being conducted by multiple SIM card owners.
- 7.4 An Entrant must enter the Competition using a phone number that is contactable by the Promoter, or the Promoter’s authorized agent or representative, during office hours (i.e. 08h00 to 17h00, Monday to Friday, excluding Public Holidays).



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### **8 PRIZES AND DRAWS:**

8.1 By participating in the Competition and following the steps set out in section 6 and 7 above, the Entrants stand a chance to win a share of 1 of 13 (Thirteen) fuel vouchers valued at **ZAR 20 000.00** (Twenty Thousands, South African Rands) and/ or food vouchers from either Hungry Lion or KFC vouchers, valued at **ZAR 100.00** (One Hundred South African Rands) each (the voucher/prize hereinafter referred to as a **"Prize"**).

8.2 For the avoidance of doubt, where the Prize is provided in any Territory other than South Africa, in the currency of that applicable Territory, the Prize amount shall be given in the currency of that Territory by converting the South African Rand value to the applicable local currency value at the prevailing interest rate as of the date of the Prize award.

8.3 For the purposes of this section and the Competition Terms, a **"Winner"** means an Entrant who, after having been verified by the Promotor as validly entitled to a Prize in terms of these Competition Terms, is provided with their award credentials and confirmation.

#### **8.4 The following shall apply to the Competition Prizes:**

- There will be a total of 13 fuel vouchers and 1 200 food vouchers over the Competition Period, with potential winners selected randomly each week, through a computerized randomizer, which is capable of auditing.
- The fuel/ food vouchers are redeemable at the Promoter's outlets and/ or at participating partner outlets as indicated on the Prize voucher.
- The Prize will be loaded to the Winner, at the Winner's own risk, as a digital voucher using the mobile number that the specific Entrant (now a Winner) used to enter the Competition. All risks associated with the voucher pin shall transfer to the applicable Winner once awarded.
- Entrants (and subsequent Winners) are asked and obliged to safeguard their mobile number and their credentials.
- Winners will be selected randomly each week, through a computerized randomizer, and notified on WhatsApp, should they be selected as a potential winner, with the results of such competition service being capable of auditing.
- The potential winners are required to complete verification questions on WhatsApp within 48 (forty-eight) hours of the notification from the Promotor before they can be confirmed as a Winner. Any potential winner who fails to complete the verification questions within the abovesaid 48 hours will automatically forfeit their chance/winnings and will be replaced by another potential winner. This is to ensure that Competition prizes are awarded timeously.



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- A potential prize winner is not an actual Winner, until his/her status as an Entrant is confirmed, his/her entry submission is validated and his/her qualifying documents (including proof of the purchase, ID number, Delivery address, Email, Name and Surname), are completed and submitted to the Promotor within the time period required by the Promotor (which is 48 hours).
- Upon submission of their verification details, a potential winner will be validated and will receive an SMS within 7 (seven) working days after submission of the verification form, confirming if they are verified or have been disqualified, with the SMS sent to the cell phone number used during entry to the Competition.
- If the Promoter or its authorized agent is unable to reach any Entrant or potential winner after 3 (three) SMS or WhatsApp attempts, or there is a failure on the part of an Entrant or potential winner to complete the verification process for whatsoever reason, such person will be disqualified, and a new potential winner will be awarded on WhatsApp.
- Digital vouchers will be sent to Winners via SMS or WhatsApp, on the cell phone number used to enter the Competition by that Entrant (now a Winner).
- Prizes are not transferable and may not be exchanged for cash or other prizes.
- Winners agree to have photographs or video footage of the Prize handover published on the Promoter's various marketing channels.
- Subject to the automatic disqualification of a potential winner who fails to complete the abovesaid verification questions within the 48 hour timeframe, the Promotor shall at all times reserve the right to disqualify a potential winner if he/she does not respond to the Promotor's emails or telephone calls, or otherwise comply with the Competition Terms, and Promotor further reserves the right to randomly select a replacement winner from the Competition entries in such circumstances. In such circumstances, the replacement winner shall be contacted via email or telephonically as soon as reasonably practicable and shall be required to respond to the Promotor in the manner set out in such correspondence. In the event that the replacement winner fails to respond to Promotor as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details, a redraw shall take place in respect of that specific prize.



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### **9 GENERAL:**

9.1 The Promoter reserves the right to amend these Terms and Conditions and/or Competition Terms, as well as to terminate the Competition at any time, including the right to terminate the Competition immediately at any time and without notice where circumstances beyond the Promoter's reasonable control prevent the Promoter, their associated companies (directors, officers and employees) agents and/or suppliers, from continuing with the Competition. This includes but is not limited to any directive from the Department of Energy or any other responsible regulatory authority applicable in South Africa, or any other competent authority in South Africa calling on Puma Energy South Africa (Pty) Ltd to cease with the Competition.

9.2 In the event of any termination of the Competition for any reason, as far as permissible in law, all Entrants and Winners agree to waive any rights that they may have in terms of the Competition and the Entrants and Winners shall have no recourse against the Promoter, their associated companies (directors, officers and employees) agents and/or suppliers, in respect of and/or arising out of such termination.

9.3 Under no circumstances will the Entrants, Winners, or other participants in the Competition, be entitled in any manner to any indirect, special, punitive, or consequential losses or damages, howsoever arising. The total damages recoverable by a party under these Competition Terms shall not exceed the total value of the applicable voucher/prize (Prize) in question.

9.4 By entering this Competition in accordance with these Competition Terms, the Entrants are entering a promotional competition for the purposes of the Gambling & Gaming Boards and/or Consumer Protection Act, 2008 of the Republic of South Africa. Should any Entrant win a Prize in the Competition as a Winner, they undertake to expeditiously do all things necessary to enable the Promoter to comply with their obligations under the CPA, including, but not limited to:

- providing such personal information as may be required in order to facilitate handing over the Prize (including providing proof of address and identity number) and signing receipt of or for the Prize upon its delivery to the Winner.
- The names of the Prize Winners will be published on the Puma Energy Facebook page and/or on related social media, subject to the Winner's consent in this regard:  
<https://www.facebook.com/PumaEnergySouthAfrica/>

9.5 Winners may be requested to take part in the Promoters' publicity campaigns or to allow their names and likenesses to be used by the Promoters for promotional purposes. Winners are, however, entitled to decline such request.



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9.6 The Promoter shall conduct the Competition, and the Promoters' decision on any matter related to the Competition, including the selection of prize winners is final, and no correspondence or dispute will be entered into with any person, Entrant, Winner, or otherwise.

- As far as the laws of South Africa allows the Promoter, or any entity in the Puma Energy group (including their directors, officers and employees) agents and suppliers, shall not be responsible for an Entrant's failure to access the Competition for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
- These Competition Terms and/or Terms and Conditions shall be governed by the laws of South Africa.
- If any provision of these Competition Terms and/or Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Competition Terms and Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.
- These Competition Terms and/or Terms and Conditions constitutes the whole of the agreement between the Entrant and the Promoter described herein relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of these Competition Terms and/or Terms and Conditions not incorporated in these Competition Terms and/or Terms and Conditions shall be binding on either the Promoter or the Entrant.
- No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of these Competition Terms and/or Terms and Conditions shall be of any force or effect unless in writing and expressly approved by the Promoter.





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