The PCC WIN- A Travel Experience Competition Terms and Conditions

1. Introduction:

- 1.1 Participation in this competition is governed by the terms and conditions set out hereunder (the "Rules").
- 1.2 Participants are urged to review the Rules before entering the competition.
- 1.3 This competition is run for and on behalf of *Barloworld Equipment Southern Africa, a division of Barloworld South Africa (Pty) Ltd* ("**BWE**").
- 1.4 Participation in the competition constitutes acceptance of these Rules and participants agree to abide by these Rules.

2. Competition Rules

- 2.1 This competition is limited to customers of BWE based in South Africa, Zimbabwe,Mozambique, Zambia, Namibia, Angola, Malawi, Lesotho, and Swaziland.
- 2.2 The following persons are not eligible to enter or participate in this competition:
 - i. employees of BWE and / or any employees of Barloworld affiliated companies, including members of their immediate families and/or members, directors, partners, agents or consultants of BWE or the sponsors of any BWE competitions, or any of their affiliated companies or agencies, including members of their immediate families or any other individual who directly or indirectly controls or is controlled by the promoter of the competition (i.e. the latter being defined in Section 36(1)(c) of the Consumer Protection Act 68 of 2008 as applicable in RSA as "a person who directly or indirectly promotes, sponsors, organizes or conducts a promotional competition, or for whose benefit such a competition is promoted, sponsored, organized or conducted"); and
 - ii. Persons under the age of 18 years.
- 2.3 Participants must meet the Qualifying Entry Requirements set out in section 3 below to be eligible to enter the competition.

2.4 The competition commences on Monday, 02 October 2023 and will end on Thursday, 30 June 2024.

3. Qualifying Entry Requirements

- 3.1 Participants must be a customer of BWE or an authorized representative of a BWE customer.
- 3.2 Participants must register and purchase parts on the Parts.Cat.Com website.
- 3.3 Upon conclusion of the sale using Parts.Cat.Com, the participant must take a picture or a video of the most recent CAT part purchased on the website (Parts.Cat.Com) and post this on all their social media pages tagging BWE and using the following hashtags: #travelwithpcc #iboughtthroughpcc #mybarloworldequipment. In addition, two monthly spot prize will be given away to two customer's customer whose name will be drawn using the random selection method.
- 3.4 The only eligible entries that will be considered are those that will be drawn from BWE's social media page links, being:

Facebook: <u>https://www.facebook.com/BarloworldEquipmentSouthernAfrica</u> Twitter: <u>https://twitter.com/Barloworldequip</u> LinkedIn: <u>http://www.linkedin.com/company/1231780?trk=tyah</u> Instagram http://www.instagram.com/barloworldequipmentsouthafrica

4. Prizes:

 The winner can select to travel to one of the following destinations, inclusive of flights,

 accommodation, meals and tours up to a maximum value of ZAR
 150 000:

 ZIM DOLLAR:
 7 834,50

 KWANZA:
 6 457 500,00

 ZAMBIAN KWACHA:
 162 210,00

 MALAWIAN KWACHA:
 8 554 065,00

 SZL:
 149 970,00

 5.
 (All values above are subject to currency fluctuations and final value will be defined at the

time of allocating the prize to the winner).

Paris

- Rome, South of Italy
- Germany and Amsterdam (The best of Europe)
- Croatia (Island hopping)
- Dubai
- Maldives (Island hopping)
- Bali (Island Hopping)

5.1 The prize includes:

- fully inclusive international flights from the following airports (O.R. Tambo International Airport, King Shaka International Airport, Lanseria International Airport, Cape Town International Airport, Kruger Mpumalanga International Airport, Port Elizabeth International Airport, to one of the airports based in the country of choice. For greater Africa (Zimbabwe, Botswana, Namibia, Angola, Mozambique, Lesotho & Swaziland), the winner can choose an airport of their choice to travel to their destination of choice;
- 3-star or 4-star hotel accommodation of choice for two (2) persons that will include two (2) meals a day, being breakfast and dinner;
- return transfers from airport to hotel; and
- VISA.

The travel package will be organized and coordinated through a BWE-appointed travel agency.

5.2 The prize EXCLUDES (i.e., does NOT include the following):

- more than two (2) persons on the trip
- travel insurance
- additional meals and drinks outside of the two (2) meals provided
- transport over and above the airport transfers

Prizewinners must be available to travel from Monday, 8 July 2024 (or such other dates as may be communicated by BWE to the prize winner). If the prizewinner is not available during this period, they will forfeit their prizes and alternative winners will be drawn

(subject to the terms and conditions contained herein).

6. Selection of Prize Winners

- 6.1 Winners will be drawn using a random electronic selection by the competition promoters on behalf of BWE.
- 6.2 Winners will be drawn on Monday, 1 July 2024. These dates may be subject to change.
- 6.3 At the time that prizewinners are identified, the prize winner will be notified through a formal email from an authorized BWE representative, followed by a telephone call.
- 6.4 If the prize is not claimed within the first seven (7) working days after the announcement of the prizewinner, the winner forfeits the prize and BWE reserves the right to draw another winner at its discretion.
- 6.5 The prizewinner is only confirmed upon submission of their documents (such as a copy of their identity document and passport) to the competition promoters. Where a prize winner does not meet the eligibility requirements, the prize will be forfeited, and an alternative winner will be drawn subject to the same terms and conditions herein.
- 6.6 Where the competition promoters be unable to reach the prize winners after three (3) attempts made within three (3) working days of their name being drawn, then the winner will be disqualified, and an alternative prize winner will be drawn subject to the same terms and conditions herein.
- 6.7 The alternative prize winner will have 48 hours from the time of being contacted to provide all required documentation.
- 6.8 Prizes are non-transferable and cannot be exchanged for cash or transferred to a third party who is not drawn as a prize winner.

7. Winner Participation in Promotional Material and Marketing Activities

- 7.1 If you are named as a winner of the prize, you will be requested to consent to the publication of your name, image, and the use of your details and photographs by BWE in marketing material and for marketing activities (publicity campaigns etc.,), for which no fee will be payable to you.
- 7.2 If the prize winner consents to be part of the publicity campaigns, they will not be compensated or remunerated for such publicity. All publicity and other marketing / advertising materials will be the property of BWE.
- 7.3 The winner has the right to decline the use of their name, photographs or images for marketing purposes or decline to participate in marketing events related to the competition. The withdrawal of consent must be made in writing to the competition promoters.

8. General Terms and Conditions of Participation

- 8.1 You will not be eligible to win this competition if you have already won a competition promoted by BWE within the past twelve (12) months. In this case, you will only become eligible to win in a competition promoted by BWE after the expiry of twelve (12) months after the date on which you won the last competition.
- 8.2 A maximum of ten (10) entries will be accepted per participant.
- 7.3. The decisions of BWE regarding the competition winners are final and no correspondence will be entertained in this regard.
- 7.4 BWE reserves the right, at its sole discretion, to substitute the travel packages offered with alternative prizes of equitable commercial value where circumstances may require this.
- 7.5 BWE has the right, at its sole discretion, to change or extend the duration of the competition and / or the draw dates.

- 7.6 BWE will not, under any circumstances be held responsible by participants for any problems or technical malfunction of any telephone network or lines, computer systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.
- 7.7 By participating in the competition, you agree to hold BWE harmless from any and all losses, harm, damages, rights, claims and actions of any kind in connection with the competition and / or resulting from the participation or acceptance, possession, use or receiving of any prize.
- 7.8 Any costs or expenses which you may incur in participating in this competition are for your own account. BWE will not be responsible for any costs or expenses which you, incur during and for purposes of your entry into the competition and relating to your acceptance and / or use of the prize.
- 7.9 BWE reserves the right, at its sole discretion, to terminate or suspend this competition or promotion.
- 7.10 In the event that this competition or promotion is cancelled or suspended, all participants or entrants agree to waive (give up) any rights that they may have in terms of the competition and acknowledge that they have no recourse against BWE, the competition promoters, appointed travel agency, or their employees, agents, directors, partners, consultants suppliers, sponsors or promoters and/or any of their member / affiliated companies or agencies, and members of their immediate families.
- 7.11 Any violation or attempt to violate any of the Rules will result in immediate disqualification from the competition.
- 7.12 The processing of personal information for purposes of your participation in this competition will be subject to the *Barloworld Equipment Privacy Statement*, which can be accessed on https://www.barloworld-equipment.com/legal/privacy-statement/