



PPC Botswana (Pty)Limited

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Reg No BW00000186655

PPC Botswana – PPC Surewards Terms and Conditions

Please read these Loyalty programme terms and conditions (“Terms and Conditions”) carefully. Participation in this Loyalty programme (“Promotion”) will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Loyalty programme.

All persons entering into this Promotion (“the “Participants”) during the term of this Promotion agree to be bound by the following Terms and Conditions:

1. Loyalty program:

1.1 PPC SUREWARDS (“Loyalty Programme”).

1.2 The promoter of the Loyalty Programme is PPC Botswana (Pty) Ltd, Registration number: BW00000186655 and/or its agencies (“Organiser or PPC”).

1.3 The rewards program is open to participating Participants in Botswana, except any employees, agents or consultants of the Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members.

2. Loyalty program Period:

2.1 This loyalty program is open from 22nd of June 2022 to 31 March 2023. Any communication and or notification received after the closing date will not be considered.

2.2 The duration of the Loyalty Programme may be amended, extended or curtailed at the discretion of PPC.

3. Who may enter:

3.1 All Participants must:

3.1.1 be citizens of Botswana and/or a legal resident of the aforesaid country;

3.1.2 must be currently residing in Botswana at the date of the commencement of the Loyalty programme period;

3.1.3 must be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the loyalty programme Period;

- 3.1.4 be in the possession of a valid proof of purchase of the Qualifying PPC Products with verifiable details;
 - 3.1.4.1 Must be clear and visible;
 - 3.1.4.2 Must have PPC qualifying products;
 - 3.1.4.3 Must not be older the 3 months;
 - 3.1.4.4 Receipt/Invoice number must be visible;
 - 3.1.4.5 Date of receipt/invoice must be visible;
 - 3.1.4.6 Merchant name must be visible; and
 - 3.1.4.7 Store Location (City, District) must be visible;
 - 3.1.4.8 and all Valid Receipts (payment receipts) uploaded must come from recognised stockists of PPC Cement across Botswana.

3.1.5 The Loyalty Programme is not open to distributors, retailers, resellers, or any customer that purchases product directly from PPC for use in any construction related applications.

3.2 The validity of the proof of purchase will be verified at the Promoter's sole discretion.

3.3 Misrepresentation of customers/Participants by in-store sales representatives will result in the disqualification of the Participant's claim in the Promotion and possible legal action.

4. **How to register for SUREWARDS;**

4.1 The Participant must:

- a) Go to the PPC website: WWW.PPC.AFRICA or download the **PPC Surewards App** on IOS Store or Google Play Store ;
- b) Click on the rewards program link and follow the prompts to register;
- c) Scan their slips as prescribed on the platform;
- d) The incentive is P1 (One pula only) for every bag of PPC bought.

4.1.1. Purchase any of the below qualifying PPC products to be eligible for SUREWARDS:

4.1.1.1. SUREBUILD

4.1.1.2. SURECEM

4.2 No more than 250 (two hundred and fifty) bags of PPC Cement may be claimed upon, in a 30 (thirty) calendar day period, per registered Participants.

4.3 All purchases of the Qualifying Product must be made within Botswana at participating retailers.

5. **SUREREWARDS:**

5.1 Participants will be rewarded an amount of P1 (One pula only) into their SUREREWARDS wallet for every bag of PPC bought, after receipt/invoice has been verified and approved.

5.2 Any incentives not claimed within 6 months will be forfeited.

5.3 PPC accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.

5.4 Errors and omissions may be accepted at PPC's sole discretion. Failure by PPC to enforce any of its rights at any stage does not constitute a waiver of those rights.

5.5 It is the Participant's responsibility to ensure that any information provided to PPC is accurate, complete and up to date.

6. **Limitation of Liability:**

6.1 To the extent permitted by Consumer Protection Act of 2018 ("Consumer Protection Act") and any other applicable law:

6.2 The Participant hereby indemnifies PPC against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the Participants entrance to the Loyalty programme.

6.3 PPC excludes all warranties (express or implied), representations and liabilities regarding this Loyalty programme (other than for death or personal injury caused by its negligence and/or fraud).

6.4 Save as clearly set out in the Promotion specific marketing, the Participant acknowledges that no warranties (express or implied) or representations have been made by PPC in relation to the Loyalty programme and no liability shall arise against PPC as a result of any alleged breach of warranty or misrepresentation.

- 6.5 PPC makes no warranty that the PPC website will meet your requirements or will be uninterrupted or will be interrupted, timely or error-free or that the PPC website or the server(s) that makes them available are free from viruses, errors, faults or bugs.
- 6.6 Data charges may be incurred by the Participant during the redemption process of the Offer and PPC will not be responsible for any such costs.
- 6.7 Network rates apply.
7. **General:**
- 7.1 In accordance with the confidentiality policies and practices of PPC, none of the entry details of any Participant in this Loyalty Programme will be disclosed or used by PPC for any purposes other than for entry into the Loyalty Programme and in accordance with clause 9.5 below.
- 7.2 PPC reserves the right, at any time, to verify the validity of Participants (including a Participant's identity, age and place of residence) and to reject any Participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at PPC's sole discretion. Failure by PPC to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 7.3 Participants acknowledge and accept that PPC shall utilise a third party (the "Organiser's authorised agent/s") to contact the Participant, in the event that the Participant qualifies for the Loyalty Programme, and to arrange delivery of the Offer, where applicable. In order to affect the contacting and delivery process, PPC's shall provide the Participant's information to such third party.
- 7.4 If this Loyalty Programme is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of PPC, including but not limited to technical difficulties, unauthorized intervention or fraud, PPC reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel the Loyalty Programme as appropriate, subject to the approval of relevant regulatory authorities.
- 7.5 By participating in the Loyalty Programme, the Participants agree that PPC and its affiliates may contact the Participants via email and through social media platforms to deliver marketing communications regarding their products and Loyalty Programme activities, provided that the Participants are given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by PPC for such purpose. PPC may also use the personal data collected from the Participants as described in the Privacy Policy accessible at www.ppc.africa and that such use may include transfers to PPC's affiliates and third-party service providers in any country. Details of

Participants will not be used by PPC for PPC related communication should the Participants opt-out to receive further communication from PPC.

- 7.6 Information regarding the Loyalty Programme that is published on authorized advertising material will also form part of the Terms and Conditions of the Loyalty Programme. In the event however, of any conflict between the advertising material and these Terms and Conditions, these Terms and Conditions will prevail.
- 7.7 PPC may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on PPC's website www.ppc.africa. The onus rests on the Participant to constantly check the website for updates to the Terms and Conditions.
- 7.8 Save as permitted by law, PPC reserves the right to cancel, suspend or terminate this Loyalty Programme, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on PPC's website: www.ppc.africa. PPC will not be liable for any loss or damages suffered by any Participant, winner(s) and/ or third party arising from the cancellation, suspension or termination. Therefore, the Participant waives his/her right which they may have against PPC and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against PPC.
- 7.9 This Loyalty Programme is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Loyalty Programme.
- 7.10 Any dispute or claim arising out of or in connection with the Loyalty Programme shall be governed by and construed in accordance with the laws of South Africa.
- 7.11 PPC accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Offer owing to, but not limited to, stock unavailability, strike, lock out, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority (including Government regulations imposed as a result of the Covid-19 pandemic) or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 7.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 7.12.1 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible; and
 - 7.12.2 It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

8. Consumer Protection Act:

- 8.1. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

9. Consent to Collection and Processing of Personal Information:

- 9.1 The Participant hereby consents to the collection, use, disclosure, processing and further processing (both electronically and manually) of the Participant's personal information by PPC Cement (Proprietary) Limited ("PPC") for the purposes of securing and further facilitating the Participant's relationship with PPC.

- 9.2 Without derogating from the generality of the aforementioned, the Participant consents to PPC's collection, use and processing of personal information including, but not limited to, the following:

personal name; Contact details including postal address, email address, phone numbers and other information; credit history; professional activities; relationships to or with other companies, information about your use of PPC products, resources or facilities; records of communications sent to you by PPC or received from you; information on your engagement in PPC meetings, events, groups or networks; and records of our financial relationship.

- 9.3 The Participant is hereby notified of the purpose and reason for the collection and processing of such personal information. PPC requires the personal information to:

- 9.3.1 pursue PPC's legitimate operational interests;
- 9.3.2 operate security compliant and quality assurance processes and arrangements;
- 9.3.3 comply with PPC's contractual obligations to the Participant and to others;
- 9.3.4 comply with legal requirements and obligations imposed on PPC by law;
- 9.3.5 if necessary, in order to pursue the Participant's own vital interests; and
- 9.3.6 ensure that PPC's IT facilities, networks and communication systems are secure.

- 9.4 If required for the above purposes, PPC may transfer the personal information to third parties including its subsidiaries or affiliated companies and service providers or suppliers providing products, systems and services, such as IT system suppliers some of which may be located in other countries, as well as regulatory authorities or as required by law ("Third Parties"). In respect of transferring information to entities in other countries, including PPC's subsidiaries or affiliated companies, PPC will treat the Participant's personal information in accordance with the strictest confidence and comply with any relevant data protection legislation.
- 9.5 The Participant undertakes to make available to PPC all necessary personal information required by PPC for the purpose of securing and further facilitating the Participant's relationship with PPC.
- 9.6 The Participant further undertakes to inform PPC should there be any amendments to the Participant's personal information.
- 9.7 PPC will comply with its Protection of Personal Information Policy in relation to the collection, processing, storage, security and destruction of the Participant's personal information.
- 9.8 The Participant acknowledges and accepts that the Participant is required to obtain, read and understand PPC's Protection of Personal Information Policy which is available at www.ppc.africa .