

Terms and Conditions

First Battery – Exide Campaign

1. Interpretation

- In these Competition Rules, the following definitions apply (unless the context clearly indicates a contrary intention):
 - “The Act” means the Consumer Protection Act, 68 of 2008;
 - “Business Day” means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;
 - “Competition Rules” means these rules, as required by Section 36 of the Act;
 - “Competition Content” means the Midas – Exide Inside Campaign content targeted digitally and in-store through advertisements for the duration of the Promotion Period;
 - “Participant” means an individual who enters the Promotional Competition and meets the criteria set out in any natural person who qualifies in terms of clause 4.1;
 - “Midas” means the Midas stores as a distributor of Exide batteries;
 - “POPI” means the Protection of Personal Information Act, No 4 of 2013;
 - “Promoter” means Metindustrial (Pty) Ltd T/A First Battery and/or its agencies, also referred to as “Organisers”;
 - “Promotional Competition” means the competition to which these rules pertain as run by the Promoter during the Promotion Period;
 - “Promotion Period” means the period commencing 14 July 2025, and which shall end on 31 August 2025, at 23:59. No late entries will be accepted;
 - “Prize” means as further described in clause 6;
 - “Redeemable Period” means the winners will be contacted via phone or email. If the winner does not respond within 48 hours of being contacted, they will be disqualified. In such cases, the disqualified winner will be notified, and a new winner will be selected at the sole discretion of the Promoter. The Promoter's decision in this regard is final.

Vouchers: Vouchers do not have a fixed expiry date until activated. The voucher will be valid for a period of twelve (12) months from the date of activation, which will occur when the winner collects the physical voucher from the designated store of preference.

- “Winner” means a Participant who is successful in the Promotional Competition and is notified as such by the Promoter in terms of clause 7.

2. Introduction

- The Promoter is offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win a Prize, in terms of the Competition Rules set out herein.

3. The Consumer Protection Act

- The Competition Rules contain certain terms and conditions which may:
 - limit the risk or liability of the Promoter, or any relevant third party; and/or
 - create risk or liability for the Participant; and/or
 - compel the Participant to indemnify the Promoter or a relevant third party; and/or
 - serve as an acknowledgement by the Participant of certain facts.

4. The Participant

- The Participant must be;
 - a natural person and may not be a juristic person;
 - 18 years or older; and
 - a permanent resident or citizen of the Republic of South Africa.
- The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to the Competition Rules.
- It is a material term of the Promotional Competition that all Participants to this Promotional Competition participate entirely at their own risk.

- No director, employee, agent or consultant of the Promotor(s), or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this competition may participate in this competition.

5. How to play

To enter this competition, Participants must:

1. Purchase any Exide battery at a participating Midas outlet during the Promotion Period.
2. Scan the **QR code** displayed on **in-store promotional materials**.
3. This will lead them to the **official Exide competition entry page**.
4. On the page, they must:
 - Complete a brief **entry form** with their personal details,
 - Upload a **copy of their proof of purchase or invoice**, and
 - Submit the form to be **entered into the prize draw**.
 - Click on “Terms and Conditions,” then check the box next to the clickable link to accept.

The entry process has been designed to be quick, mobile-friendly, and user-centric to encourage participation. Each valid entry will automatically be considered for the prize draw.

Entries that are unclear, illegible, incomplete, or contain errors will be declared invalid. No entry is valid until a validation process determined by the Organisers has taken place.

6. The Prize

Participants stand a chance to win **fuel vouchers worth R1,000, R2,000, or R3,000**, with total prizes valued at up to **R100,000**.

- A maximum of 12 winners will be selected **at random every week**.
- Prizes will be awarded as **physical vouchers**, redeemable at participating fuel retailers.
- Each Winner will be contacted directly using the contact details provided in the entry form.
- Promotional material depicting a battery is not indicative of the battery required to purchase
- The Promoter reserves the right to end the campaign at their sole discretion for whatever reason which may arise.

7. The Participants

- There will be a select number of participants throughout the duration of the campaign subject to participating stores.
- By participating in the Promotional campaign, the Participant hereby accepts that the Winner will be asked to take part in further publicity relating to the Promotional campaign, with the Winner's permission, the Promoter may incorporate the Winner in publicity campaigns or allow their names and likenesses to be used for promotional purposes aligned with the Promoter's business, including but not limited to posting photos to the Promoter's website, Facebook and other social media pages.
- The Participants' consent, by taking part in the competition to the Promoter using the personal information collected through the competition to adjudicate the competition and for future marketing purposes by the Promoter themselves.
- Where Participants/ Winners consent to take part in the Promoter's publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

8. The Rules

- The following rules apply to the Promotional campaign: –
 - the Participants must provide correct and up-to-date personal details as required by the Promoter and allow the Promoter to process such information in terms of POPI.
 - the Promoter reserves the right to amend these campaign Rules by bringing it to the Participants' attention within a reasonable period of time and may terminate the Promotional campaign at any time. In such event, where the Promotional campaign is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional campaign and acknowledge that they have no recourse against the Promoter, their employees, agents, partners, suppliers, or sponsors.
 - in the event of a dispute, the decision of the Promoter will be final, and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from this Promotional campaign.

- Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their parents/guardians, determined in the Promoter's sole discretion, may result in disqualification from the Promotional campaign and ineligibility to win any prize.

9. Indemnification

- By entering the Promotional campaign, the Participant expressly agrees to the following indemnifications:
 - the Participant indemnifies and holds harmless the Promoter and its promotional partners, their employees and their agents ("the Indemnified Parties") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Promotional campaign and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and

the Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the participant subsequent to claiming the Prize.

10. Prize Qualification Rules

- A Prize may not be handed over to a participant when –
 - it is prohibited by law for the participant to use the prize. The Participant must prove their eligibility to use the prize.
 - said winner is a director, employee, agent or consultant to the promoter or any other person who directly or indirectly controls or is controlled by the promoter; or
 - said winner is a supplier of goods or services in connection with the campaign.
- Any extras not included in the Prize as detailed above will be at the expense of the Participant.
- For further information or enquiries please email marketing@battery.co.za

11. POPI

- Any personal data relating to the Participant or any other entrants will be used solely in accordance with current Act (defined above) and POPI and will not be disclosed to a third party without the entrant's prior consent.
- This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.
- The Participant by partaking in the Promotional campaign consents to his/her personal information to be shared with the Promoter's employees, contractors or agents for the purpose of this Promotional campaign and for the purpose of sharing future promotions.

Use of Personal Information: By entering this Campaign, each person authorizes the Promoter, or a person duly appointed by the Promoter, to collect, store and use their personal information as part of the entry process. This includes use for communication, statistical purposes, marketing and/or for verifying identity. The information will be retained by the Promoter after conclusion of the Campaign to the extent and for the period permitted by law. Entrants may contact the Promoter to request, free of charge, that their personal data be deleted or amended.