

ASTRON ENERGY REWARDS TERMS AND CONDITIONS

The Astron Energy Rewards Programme (**Astron Energy Rewards**) is operated by Astron Energy (Pty) Ltd (registration number: 1911/001154/07] (**Astron**). Our postal address is 5 Century Boulevard, Century City, 7441. Astron Energy's registered address is **5 Century Boulevard, Century City, 7441**. All legal documents must be served at this address. Astron Energy's telephone number is 086 030 0860 Should you have any queries concerning these terms or the Astron Energy Rewards Programme, please contact us via our email rewards@astronenergy.co.za or phone 086 030 0860.

1 What is Astron Energy Rewards?

- 1.1 Astron Energy Rewards gives you opportunities to receive rewards and benefits when you make fuel purchases at Astron Energy service stations. These benefits include fuel vouchers, daily surprise and delight vouchers, entries into a monthly draw, and other vouchers or benefits which Astron Energy may reward you with at its discretion.
- 1.2 Joining or registering for Astron Energy Rewards is done on a completely voluntarily basis. In order to stand a chance to receive a reward you will simply need to register for a free Astron Energy Rewards membership following the steps in these Ts and Cs and enter your registered mobile number on the EasyPay terminal when you buy fuel at an Astron Energy Service Station.

2 General

- 2.1 These terms must be read carefully to ensure that you understand what benefits and/or rewards you are eligible for, what communications you may expect from us and how to ensure that you get the most out of being a member of Astron Energy Rewards.
- 2.2 Your participation in Astron Energy Rewards will be subject to the current version of these terms and conditions published on our website at www.astronenergy.co.za/rewards at the time of your use. Membership of Astron Energy Rewards is subject to your acceptance of these terms and conditions.
- 2.3 **These terms contain specific provisions to limit Astron Energy's liability, allocate risk or liability to you or act as an acknowledgement of certain facts by you. You are responsible for reading and accepting these terms.**
- 2.4 Astron Energy has the sole discretion to make changes to these terms or the rewards or benefits that you may receive as a member of Astron Energy Rewards. Such changes will take effect when they are published and you will be notified of material changes. If you continue to participate in Astron Energy Rewards once amendments to these terms of use have been published, **you will be deemed to have accepted such amended terms and conditions.**

3 Becoming an Astron Energy Rewards Member

- 3.1 Register your mobile number, identity/passport number and name on **one** of the following platforms:
 - (1) USSD: dial *120*2274# (your service provider's rates apply);
 - (2) Whatsapp: send "hi" to 0860300860
 - (3) Website: www.astronenergy.co.za/rewards ; or
 - (4) App: download the Astron Energy mobile app from app store and create a profile on the app.

Once you have done so, the mobile number you use will be your registered mobile number. This mobile number must be owned and registered in your name, the Astron Energy Rewards Member. No person may use multiple mobile numbers or another person's mobile or mobile number for to register as an Astron Energy Rewards Member. Your registered mobile number must be contactable during office hours i.e. 08h00 to 17h00, Monday to Friday, excluding Public Holidays.

3.2 If you terminate your Astron Energy Rewards membership, all rewards and benefits that have accrued to you will immediately become unredeemable.

4 **What are the benefits?**

4.1 Each time you enter your registered mobile number on the EasyPay payment terminal when you purchase fuel at an Astron Energy Service Station, your mobile number will be entered into a randomiser that will select a daily reward recipient for each Astron Energy Service Station and also enter you to stand a chance of receiving the monthly reward awarded at that Astron Energy Service Station to an Astron Energy Member.

4.2 **Rewards**

- (1) Daily rewards: Vouchers of varying values and various products will be randomly selected and awarded on a daily basis. You will be able to view the current vouchers that you could possibly be awarded, together with their applicable terms and conditions (voucher rules) here: www.astronenergy.co.za/rewards
- (2) Monthly rewards: monthly rewards will also vary, but may include the following:

Reward 1 (A, B or C):
A Hotel getaway: Premier Hotel Group
B Pamper Voucher
C R2000 2 for 1 day gift card
Reward 2:
R500 Astron Energy Fuel voucher
Reward 3:
R150 FreshStop voucher

- (3) If you are selected as a reward Recipient, a benefit voucher will automatically be sent to your mobile phone via SMS. The delivery of SMS's to recipients is the responsibility of the mobile networks and Astron Energy will not be liable for non-delivery of any reward.
- (4) Even if delivery of a reward by SMS is not successful, you can also view your available vouchers on the Astron Energy App, Astron Website when you login, via Whatsapp (type "MyRewards") and on USSD (select "MyRewards"). Thereafter, Recipients are required to redeem their reward with the third-party voucher issuers.

4.3 **Promotional competitions**

- (1) Members of Astron Energy Rewards will automatically be entered into selected Astron Energy promotional competitions after meeting the promotional entry requirements (like purchasing a participating product).
- (2) In the event that you are removed as a member for whatever reason, your entry will be removed from the relevant promotional competition.

4.4 **Loyalty benefits**

At its discretion Astron Energy may award vouchers or benefits to you for purchasing particular volumes or particular products.

4.5 **Campaigns**

Astron Energy may run other promotional campaigns alone or in conjunction with its partners for all or a particular category of Astron Energy Rewards Members.

5 Rules applicable to Astron Energy Rewards

- 5.1 Astron Energy Rewards is only open to South African residents over the age of 18 (eighteen) years.
- 5.2 Participation in Astron Energy Rewards can only be actioned following successful registration as an Astron Energy Rewards Member. Even though you do not need to purchase anything to register with Astron Energy Rewards, you will only be eligible to receive benefits:
- (1) once you purchase products at a fuel pump at an Astron Energy Service Station using an EasyPay terminal; and
 - (2) enter your registered mobile number on that device when paying. Entries via mobile phones are limited to no more than 5 entries per day.
- 5.3 You may only register once for Astron Energy Rewards using your mobile number.
- 5.4 Daily and monthly rewards are transferrable, subject to the terms and conditions of the applicable voucher, for example, vouchers that can legally only be used by persons over the age of 18 cannot be transferred to and used by a minor.
- 5.5 Rewards may not be exchanged or redeemed for cash.
- 5.6 You may not use Astron Energy Rewards vouchers or other benefits together with any other promotional offer or discount.
- 5.7 Astron Energy has the right to issue, decline or withdraw membership of Astron Energy Rewards.
- 5.8 Vouchers or discounts won by Astron Energy Rewards Members cannot be duplicated, sold and/or exchanged for cash. Vouchers may only be redeemed once.
- 5.9 Astron Energy's decisions on all issues regarding the Astron Energy Rewards will be final, binding and no correspondence will be entered into.
- 5.10 Promotional vouchers, awards and benefits are available for redemption for a limited period only. Please make sure that you check the validity period and the terms and conditions of the vouchers on our website www.astronenergy.co.za/rewards
- 5.11 Redemption of fuel rewards cannot be done in conjunction with payment using the following:
- (1) Astron Energy Fleet Card;
 - (2) Caltex StarCard;
 - (3) AutoFill Pro;
 - (4) Access;
 - (5) AutoFill;
 - (6) eFuel; or
 - (7) Astron Energy Token.
- 5.12 Astron Energy reserves the right to request proof of identity and proof of residency address (to Astron Energy's satisfaction in its discretion) before issuing any reward.
- 5.13 Astron Energy may change or terminate Astron Energy Rewards immediately and without notice, if in our opinion it is necessary or if circumstances arise outside of our control. **In the event of such change or termination, you will have no recourse against Astron Energy or its agents.**
- 5.14 Astron Energy determines which goods or services are included in Astron Energy Rewards. When you purchase products at a fuel pump at an Astron Energy Service Station using an EasyPay terminal and

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enter your registered mobile number on that device when paying, such purchase does not entitle you to any promotions or offers, unless we have explicitly stated so.

- 5.15 Astron Energy reserves the right to disqualify any claim if we suspect fraud on the part of a member, including without limitation, through the manipulation of code or otherwise falsifying data.
- 5.16 You must provide us with true and accurate information. If you have given incorrect information, we will not be responsible for your rewards being sent to the wrong number, and we can decline your registration or cancel your membership.
- 5.17 Astron Energy Rewards cannot retrospectively apply discounts or vouchers should they have expired or if there are any out-of-stock issues at the time of redemption for reasons outside of Astron Energy's control.
- 5.18 Consent to being contacted by text/telephone on your registered mobile number to notify you that you have received a voucher for a benefit.
- 5.19 If you terminate your Astron Energy Rewards Membership, all rewards and benefits that have accrued to you will become immediately unredeemable.

6 Recipients' consent to marketing and other activities after receiving a reward

- 6.1 You consent to your first name, last initial and town of residence being announced on Astron Energy's social media platforms, if required.
- 6.2 Astron Energy may request you agree to participate in the following marketing/publicity activities, which the Recipient has the right to refuse in writing to do:
 - (1) be present at the time that the Recipient is announced;
 - (2) agree in writing (or otherwise), to endorse, promote and advertise the goods or services of the Astron Energy, at no cost or expense to the Recipient.
 - (3) take part in publicity / marketing campaigns for broadcasting or publishing purposes;
 - (4) consent to the use of their image in marketing material.
- 6.3 Recipients that take part in any publicity will not be entitled to any payment or other remuneration for doing so.

7 Customer consent and direct marketing communications

- 7.1 We need to communicate with you about Astron Energy Rewards to notify you of benefits you have received or may be eligible for or to tell you about other promotions that may be of interest to you. We need your consent to communicate with you in this way as additional benefits, customised advertising and promotions may be direct marketing.
- 7.2 When you sign up for Astron Energy Rewards you will be requested to consent for us to communicate with you and indicate your preferred method of communication.
- 7.3 We communicate with you about the benefits you receive in Astron Energy Rewards because of this contract we have with you. You always have the option to unsubscribe from receiving communications relating to other benefits or promotions related to Astron Energy Rewards that may constitute direct marketing. You are responsible for updating your contact details when necessary to ensure that you receive your rewards, offers and communications. **We cannot accept responsibility if you do not receive certain rewards, offers and communications because you provided us with incorrect contact details.**
- 7.4 When we send you additional communications you can opt-out by exercising the opt-out function on the channel used to communicate with you, alternatively you may contact us via privacy@astronenergy.co.za. If you choose to unsubscribe, you will not be aware of beneficial offers and may not be eligible for certain benefits.

- 7.5 You will at all times be in a position to request, where necessary, the correction, destruction or deletion of your personal information or to withdraw the consent you have provided. For more information on this, please see our [privacy policy](#). The deletion or destruction of your personal information may result in the termination of your participation in Astron Energy Rewards.
- 7.6 You agree to give accurate and current information about yourself to Astron Energy and to maintain and update such information when necessary. To improve the accuracy of our data and get to know our customers better, we may enrich it from other third parties, including credit bureaus.
- 7.7 By registering for Astron Energy Rewards, you confirm that you are aware of the information collected by us and the purpose for which the information is collected.

8 Use of your personal information

- 8.1 Astron Energy is committed to protecting your privacy. When you register your mobile number and identity/passport number for Astron Energy Rewards, we need to use your personal information to create a personalised profile for you so you get the most out of being a member. Astron Energy will only use your personal information as described in these terms or our privacy policy.
- 8.2 By registering for Astron Energy Rewards you acknowledge that we may record, use and hold the following types of information about you. All information contained in the registration process or other documentation you submit to Astron Energy and any other subsequent information or details you update or provide afterwards. This may include:
- (1) Your name; contact details; age and identity/passport number; purchase history; mobile number; information Astron Energy uses to process your registration to become a member of the Astron Energy Rewards Programme; details of your driving, leisure activity and purchasing preferences; and other demographic and lifestyle information which is derived from your purchase patterns or questions asked of you.
 - (2) The location of your purchase of Astron Energy products; and details of when you contact Astron Energy and when Astron Energy contacts you. This includes for example electronic mail addresses, telephone numbers you contact Astron Energy from and the content of the communications with Astron Energy (which may be recorded).
- 8.3 We need to use your personal information to:
- (1) process your registration, to provide you with rewards and benefits, to take such actions as may be required to enable and improve your use of Astron Energy products, promotions or services available at Astron Energy Service Stations;
 - (2) build a personalised profile for you to ensure that you do not receive an excessive amount of marketing communications and to create specialised offers based on your purchasing habits. Analysing information like this helps us to ensure that we do the best possible job of meeting your needs;
 - (3) make sure that the information Astron Energy receives and records about you is and remains accurate, complete and up to date;
 - (4) conduct market research and data analysis, understand your preferences, learn more about the products that you are interested in and improve the products and services Astron Energy offers you;
 - (5) inform and provide you with the chance to use products, services and benefits Astron Energy offers and believes may be of interest to you (to the extent that Astron Energy is legally permitted to do so);
 - (6) any other purposes as you may agree to or as may otherwise be legally permitted whether to protect Astron's or your interests or those of Astron's suppliers and other customers; and

- (7) to issue vouchers and discounts to selected Astron Energy Rewards members at Astron's sole discretion, these promotional codes and discounts are to be used in accordance with conditions set out in the relevant communication.

8.4 Astron Energy may collect information about you as follows:

- (1) From you when you make use of any of its direct marketing channels and services relating to Astron Energy Rewards when, for example you fill in an application or other form, submit a request, conduct a transaction to purchase Astron Energy Products or entering promotional competitions relating to Astron Energy Rewards;
- (2) From people, and entities, that Astron Energy uses to provide services to it. This may include communication and data hosting services, processing and management services;
- (3) From any other persons you have permitted to provide information to Astron; and
- (4) From platforms using anonymised data from outside Astron Energy which have been designed to give us a better understanding of you and your needs and preferences in an anonymous manner without sharing any of your personal information. This will only be used to create a better personalised offering for you and not for any purpose not in line with these terms and conditions.

8.5 Protecting your information

- (1) Astron Energy will, at all times, take steps to ensure that your information is protected against unauthorised or accidental access, processing or loss and will implement reasonable technical and organisational controls to do so.
- (2) We use your personal information to create a profile for you. We keep your personal information private, and only disclose it to other companies if you ask us to, or if they need it to help us provide a service to you.
- (3) Where Astron Energy uses any other person or organisation to host, manage or process your data on its behalf, it will require them to implement the same or similar controls to protect your information.

8.6 Sharing your information

- (1) You agree that Astron Energy may transfer or make your information available to the following persons and organisations (whether they are located in or outside South Africa) in order to achieve the data processing purposes set out in these terms in order to ensure the functioning of Astron Energy Rewards:
 - (a) To the divisions and entities in the Astron Energy Group. This includes its directors, employees, contractors, agents, auditors, legal and other professional advisors of the divisions and entities, all access is, however, on a need to know basis only and subject to strict confidentiality;
 - (b) To any person to whom Astron Energy cedes, delegates, transfers or assigns any of its rights or obligations relating to the Astron Energy Rewards; and
 - (c) To any third party in terms of a legal obligation or in compliance with law.

8.7 Retention of personal information

Astron Energy will retain your information collected and stored on your profile for as long as you are registered as an Astron Energy Rewards member or for long as we have reasonable business needs, such as managing our relationship with you, and managing our operations and for at least 3 (three) years after you stop doing so or request us to delete your profile, or for such longer period as may be required or permitted by law.

8.8 For more information about how we use your information and your rights, please see our [privacy policy](#).

9 **Liability**

9.1 To the fullest extent permitted by law, you indemnify Astron Energy, its directors, employees, contractors, advertising agencies, advisors, suppliers and/or agents of any liability for any failure to perform or delay in performance caused by events outside of the reasonable control of Astron Energy (for example strikes, trade disputes, accident, government action, computer failure, breakdowns, power failures, shortages affecting Astron's usual sources of supply or means of delivery of the products or services). **This means you will have no claim against us in these circumstances.**

9.2 **To the fullest extent permitted by law Astron Energy, its reward partners, its agents, associated companies, directors, officers or employees will not be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause related to your participation in Astron Energy Rewards.**

10 **General**

10.1 South African law applies to these terms and conditions.

10.2 You may not assign or otherwise transfer all or any part of your rights or obligations under these terms and conditions. You agree that Astron Energy may, in its discretion, transfer and assign all or part of its rights and obligations under these terms and conditions to one or more third parties chosen by it.

10.3 If any clause or sentence in these terms and conditions is determined by a court of law to be void, illegal or unenforceable, the remaining provisions of these terms will remain in effect.