

The following Terms and Conditions govern the MyDIESEL Rewards Loyalty Programme.

1. DEFINITIONS

The definitions recorded below shall have the following meaning:

“Convenience Store” means the MyDIESEL retailer’s branded Shop retailing general goods and merchandise, including by way of example, but not limited to, and whether or not similar to, confectionery, beverages, approved convenience foods, household items, newspapers and magazines.

“Eligible Payment Method” means the MyDIESEL accepted payment methods in respect of Eligible Product purchases at Participating Sites, as more fully set out in 5.6.

“Eligible Products” means Fuel products sold at the Participating Sites on which Points may be earned, as more fully set out in 5.5.

“Fuel” means diesel products sold at the Participating Sites.

“Operator” means PEG Management Services, operating the MyDIESEL Loyalty Rewards Programme. The Operator may change and notice of such change will be provided via the Rewards Website www.MyDIESEL.co.za

“Participating Site” means the MyDIESEL Convenience Centres in South Africa participating in the MyDIESEL Rewards Loyalty Programme at which Points may be earned and redeemed. A list of Participating Sites is available on the MyDIESEL Rewards Website and app www.MyDIESELrewards.co.za, which list may be amended from time to time.

“Points” mean the points issued by MyDIESEL within the MyDIESEL Rewards Loyalty Programme. **“MyDIESEL Points”** shall have the same meaning.

“Rewards Card” means the MyDIESEL Rewards membership card linked to a MyDIESEL Rewards Account. **“MyDIESEL Rewards Card”** shall have the same meaning.

“Rewards Member” means a customer who has joined the MyDIESEL Rewards Loyalty Programme. **“MyDIESEL Rewards Member”** has the same meaning.

“Rewards Website” means the internet website with the address www.MyDIESELrewards.co.za. **“MyDIESEL Rewards Website”** has the same meaning.

“MyDIESEL Rewards Account” means the account that MyDIESEL uses to identify the Rewards Member, and which account the Rewards Member uses to accrue his rewards and/or points;

“MyDIESEL Rewards Programme” means the MyDIESEL Rewards Loyalty Programme.

“MyDIESEL Store Locator” means the online tool used to locate the participating MyDIESEL Convenience Centres found at www.MyDIESEL.co.za which enables the Rewards Member to locate a Participating Site;

“You/Your” means the MyDIESEL customer registered as a Member of the MyDIESEL Rewards Programme.

2. INTRODUCTION

2.1 You are required to read and understand the MyDIESEL Rewards Programme Terms and Conditions prior to registration. Questions related to the Term and Conditions may be addressed to the MyDIESEL Rewards Contact Centre team via e-mail at support@peg.co.za.

2.2 Registration and participation in the MyDIESEL Rewards Programme, including use of the Rewards Card, is considered acceptance of the Terms and Conditions as set out herein.

2.3 The Terms and Conditions are as published on the MyDIESEL Rewards Website, and may be amended by MyDIESEL from time to time.

2.4 A Rewards Member must be a resident of South Africa and 18 years or older.

2.5 Membership of the MyDIESEL Rewards Programme is not transferable and can only be used by the Rewards Member as registered with the MyDIESEL Rewards Programme

2.6 MyDIESEL may withdraw, cancel, suspend, or decline, without notice, any Rewards Member's participation in the MyDIESEL Rewards Programme, the registration of a MyDIESEL Rewards Account, a Rewards Card, a discount or accrued Points, and remove such Rewards Member from the MyDIESEL Rewards Programme at any time where there is a reasonable belief of:

2.6.1 any abuse or attempt at abusing the MyDIESEL Rewards Programme;

2.6.2 breach or attempted breach of the Terms and Conditions of MyDIESEL Rewards Programme;

2.6.3 supply of false, deceptive or misleading information in registration for participation in the MyDIESEL Rewards Programme;

2.6.4 any behaviour of a criminal nature i.e. fraud, theft in participation of MyDIESEL Rewards Programme;

2.6.5 misconduct as far as it relates to the MyDIESEL Rewards Programme;

2.7 MyDIESEL may withhold any Points or benefit awards that may have accrued as a result of any abuse of the MyDIESEL Rewards Programme by the Rewards Member.

2.8 The Operator, in operating the MyDIESEL Rewards Programme, will receive, manage and store information related to the Rewards Member and will receive, manage and store such information in accordance with the applicable legislation, and the Rewards Member's registration and participation in the MyDIESEL Rewards Programme is acknowledgement and acceptance of such provision.

3. MARKETING INFORMATION

3.1 By providing MyDIESEL and the Operator with your personal information and by opting into receiving communications from MyDIESEL, you are giving MyDIESEL and the Operator permission to send you information regarding the MyDIESEL Rewards Programme and related product and marketing information via your mobile number, email address or any other form of communication preferred.

3.2 You are free to opt-out of receiving communication from MyDIESEL at any time by updating your account preferences **on the MyDIESEL Rewards Website or via the Contact Centre.**

4. PERSONAL INFORMATION

4.1 A valid South African identity number, date of birth (where an asylum or passport number is used), title, full name, mobile number, and email address will be required to register for the MyDIESEL Rewards Programme.

4.2 The MyDIESEL Rewards Programme is subject to all peremptory provisions of the Consumer Protection Act 68 of 2008 (as amended) and its regulations ("the CPA") which provisions are deemed to be incorporated by reference.

4.3 The MyDIESEL Rewards Programme is subject to all peremptory provisions of the Protection of Personal Information Act ("POPIA") which provisions are deemed to be incorporated by reference.

4.4 Your privacy is very important to MyDIESEL. MyDIESEL and its Operator will ensure that any information, including personal information, provided by you, or which is collected from you or third parties, is collected, managed and stored in compliance with applicable legislation. MyDIESEL has ensured that its Operator is contractually bound to implement privacy controls in alignment with MyDIESEL's privacy principles.

4.5 Your personal information collected by MyDIESEL and the Operator may be used as follows:

4.5.1 To comply with statutory and regulatory requirements in respect of the storage and maintenance of documents and information;

4.5.2 To comply with information requests by regulators or bodies lawfully requesting the information (e.g. tax authorities or the South African Police Services);

4.5.3 For assessing Rewards Member complaints;

4.5.4 For internal purposes such as training and monitoring; and

4.5.5 To assist in law enforcement and anti-money laundering and counter-terrorist financing initiatives.

4.6 By submitting your personal information to MyDIESEL, you give your consent to the processing of such information by MyDIESEL and the Operator for the purposes outlined in these Terms and Conditions as well as in accordance with our MyDIESEL Rewards Programme Privacy Notice, available on the MyDIESEL Rewards Website.

4.7 MyDIESEL will ensure that the MyDIESEL Rewards Programme remains compliant with all applicable legislation.

4.8 Whilst your privacy, as well as the safeguarding and appropriate handling of your personal information, are of paramount importance to MyDIESEL, please note that it is your responsibility to safeguard your ID number, mobile phone number and Rewards Member details and ensure that it is not divulged to anybody else. In the event of someone else using your ID number and mobile phone number username and password to make changes to your MyDIESEL Rewards Account or transact on your behalf, you will be held responsible for the changes and the outcome thereof.

4.9 You may be required to verify changes to your account through a One Time Pin ("OTP").

5. MYDIESEL REWARDS PROGRAMME

5.1. Registration

5.1.1 There are 4 ways that you can register with the MyDIESEL Rewards Programme:

5.1.1.1 via the **MyDIESEL Rewards Website** - to complete the online registration process; or

5.1.1.2 via the **QR Code** – scan the QR code at the back of the MyDIESEL Rewards Card to complete the registration process; or

5.1.2 The customer will need to agree to these Terms and Conditions, including the MyDIESEL Rewards Programme Privacy Notice to register and participate in the MyDIESEL Rewards Programme.

5.1.3 Any questions or queries on the registration process must be directed to the MyDIESEL Rewards Contact Centre.

5.2 Rewards Card

5.2.1 You can obtain your Rewards Card at a Participating Site.

5.2.2 The Rewards Card can be used immediately after collection, although Points may only be redeemed after registration.

5.2.3 The Rewards Member can have 1 (one) MyDIESEL Rewards Card on his MyDIESEL Rewards Account ("Single Member Rewards Account").

5.2.4 The Rewards Member can only earn Points using a registered Rewards Card collected from a Participating Site. Once registered, only then the Rewards Member is able to earn and redeem Points.

5.2.5 MyDIESEL will at all times be the owner of the Rewards Card.

5.2.6 When you use the MyDIESEL Rewards Card to redeem Points, we will process the transaction against your Points balance or you can redeem a discount or product voucher

5.2.7 You authorise MyDIESEL and/or the Operator to deduct the full amount for each purchase from your MyDIESEL Rewards Account whenever your MyDIESEL Rewards Card is used to pay for purchases (at a Participating Site). If you redeem a voucher, NO change in the form of cash / points will be given and the FULL voucher will be redeemed.

5.2.8 The MyDIESEL Rewards Card cannot be used as a credit or debit card.

5.3 Participating Sites

5.3.1 The Rewards Member can use the MyDIESEL Store Locator featured on the Rewards Website to locate a MyDIESEL Convenience Centre participating in the MyDIESEL Rewards Programme and the offering such Participating Site houses i.e. Convenience Store and Forecourt or Forecourt only.

5.3.2 To use the MyDIESEL Store Locator you will need to enable your location settings on your mobile device.

5.3.3 MyDIESEL may from time to time amend the list of Participating Sites. Such amendment will be updated on the MyDIESEL Rewards Website.

5.4 MyDIESEL Points

5.4.1 How to earn Points:

5.4.1.1 The Rewards Member must purchase Eligible Products at a Participating Site;

5.4.1.2 The Rewards Member must pay for the Eligible Products using MyDIESEL accepted payment methods; and

5.4.1.3 The Rewards Member must present a valid MyDIESEL Rewards Card collected from a Participating Site when purchasing and making payment for such Eligible Products or by presenting your QR code on your MyDIESEL app on your mobile phone.

5.4.2 Where to earn Points

5.4.2.1 The Rewards Member may only earn Points at Participating Sites.

5.4.2.2 Not all Engen or Total Convenience Centres are Participating Sites. Refer to 5.3 above.

5.4.3 Earn rates

5.4.3.1 On Eligible Products purchases: 1 Litre of Fuel = between 15-30 points

5.4.3.2 Convenience Store purchases: No Points are issued for convenience store purchases, at this time.

5.4.3.3 The Earn rates may be amended by MyDIESEL. Any amendment to the earn rates shall be timeously communicated via the MyDIESEL Rewards Website.

5.4.4 Bonus Points

MyDIESEL may present you with bonus Points opportunities from time to time. Such bonus Points offers may be subject to conditions/terms which are to be met for a Rewards Member to qualify.

During this launch period Points can be redeemed on Fuel at 1 cent per point value, amounting to between 15 and 30 cents per litre benefit.

5.4.5 Record of MyDIESEL Points earned and MyDIESEL Points balance

5.4.5.1 **ACTIVITY** – when a Rewards Member purchases Eligible Products at a Participating Site and swipes his Rewards Card to earn Points, the receipt issued will reflect the earned MyDIESEL Points and MyDIESEL Points balance under ACTIVITY on your app and you will receive an SMS.

5.4.6 Processing of Points

The Participating Site will process the transactions through their payment systems and reconcile the points earned, with the Rewards Member's Points reflected within a few minutes of purchase in their MyDIESEL Rewards Account.

5.5 Eligible Products

5.5.1 Points are only earned on purchases of Eligible Products being MyDIESEL's range of Fuel products as defined.

5.5.2 Eligible Products may change, and any amendments shall be by notification to the Rewards Members, on the Rewards Website.

5.6 Payment Methods

5.6.1 The Rewards Member has to pay for the Eligible Products at a Participating Site using the following Eligible Payment Methods to earn Points:

5.6.1.1 cash;

5.6.1.2 credit and debit bank-issued cards; and

5.6.2 MyDIESEL may, from time to time, and at its discretion, amend the list of Eligible Payment methods.

5.8 Points Redemption

5.8.1 Ways to redeem your Points:

5.8.1.1 Points can be redeemed for selected Convenience Store product purchases at Participating Sites with a Convenience Store and / or participating bakeries and /or restaurants

5.8.1.2 Points may be redeemed with rewards partners, as and when introduced by MyDIESEL to its Rewards Programme. Notification of rewards partners will be communicated via the Rewards Website and related marketing.

5.8.2 Points may be redeemed at Participating Sites only and where the Points were earned in the first place; Your vouchers under ACTIVITY / INBOX will inform you where you can redeem them and validity.

5.8.3 While MyDIESEL endeavours to ensure that Rewards Members are able to redeem their Points at Participating Sites, there may be circumstances, technical or other, where the Rewards Member cannot redeem at a particular Participating Site.

5.8.4 A Member's Points cannot be transferred to cash or exchanged for cash. No cash alternative will be offered in respect of a Member's Points. By accepting the Points, the Member agrees to hold MyDIESEL and the Operator harmless against any and all claims and liability arising out of the Points awarded, the use or misuse thereof.

5.8.5 You must present your Rewards Card and be a registered MyDIESEL Rewards member whenever you want to redeem your Points at a Participating Site.

5.9 Expiry of Points

5.9.1 All Points earned are valid for 18 months from date of issue.

5.9.2 Failure to redeem your Points within the 18-month period will result in such Points expiry.

5.10 Lost, stolen or damaged MyDIESEL Rewards Card

5.10.1 If your MyDIESEL Rewards Card is lost, stolen or damaged, you can deactivate such lost, stolen or damaged card from your MyDIESEL Rewards Account and register a replacement card. This can be done via the MyDIESEL Rewards Website or APP.

5.10.2 MyDIESEL carries no liability or responsibility for any unauthorised use of your MyDIESEL Rewards Card (including any redemption of your Points) if lost or stolen.

5.10.3 Deactivating a Rewards Card will not impact your Points balance, as long as a replacement Rewards Card is registered and activated within 72 hours of such deactivation.

5.10.5 You can collect a replacement Rewards Card from a Participating Site and link such a replacement Rewards Card to your MyDIESEL Rewards Account.

5.11 Cancelling participation in the MyDIESEL Rewards Programme

5.11.1 If you want to opt-out and permanently cancel your participation in the MyDIESEL Rewards Programme, you may do so by changing your preferences on the MyDIESEL Rewards website.

5.11.2 By cancelling your MyDIESEL Rewards Programme participation, the Rewards Member acknowledges the permanent deletion of personal information and the Rewards Member's MyDIESEL Rewards Account.

5.11.3 From the date of cancellation, the Rewards Member can no longer earn Points.

5.13 Refunds

5.13.1 In the event of a payment refund processed in respect of Eligible Products purchased by a Rewards Member, any Points earned in respect of such purchase, now refunded, shall be reversed from the Rewards Member's Account.

5.13.2 If the MyDIESEL Rewards Account does not have sufficient Points to reverse, the MyDIESEL Rewards Account will go into a negative balance and the Points will be reversed as soon as the Rewards Account reflects a positive balance.

5.14 Incorrect Allocation of Points

We may reverse any Points allocated in error to your MyDIESEL Rewards Account by way of an account debit.

6. MYDIESEL'S RIGHTS

6.1 Neither MyDIESEL, nor its agents nor Operator shall be liable under MyDIESEL Rewards to a Member for any indirect, special or consequential losses, cost, expense or damage, even if such loss, cost, expense or damage was reasonably foreseeable, and whether arising from breach of contract, statutory or other.

6.2 MyDIESEL's decision in all MyDIESEL Reward matters shall be final.

6.3 MyDIESEL and the Operator reserves the right to investigate any activity or allegation of fraud and or any other activity by a member seeking to circumvent the Terms and Conditions.

7. FAIR USE POLICY

7.1 MyDIESEL wants its Rewards Members to have full enjoyment and benefit of the MyDIESEL Rewards Programme and ensure all its Rewards Members enjoy fair and best terms and benefits applicable to the MyDIESEL Rewards Programme.

7.2 Under this policy we define fair usage and reserve the right to vary the terms of the Fair Usage Policy from time to time without prior notice.

7.3 While the Fair Usage Policy applies to all Rewards Members, such policy will mainly impact those Rewards Members making improper use of the MyDIESEL Rewards Programme.

7.4 Any transaction or group of transactions deemed not to have originated from legitimate sales or legitimate customers registered as Rewards Members, such sales will be excluded, and the Rewards Member's membership suspended or cancelled with the MyDIESEL Rewards Programme.

7.5 MyDIESEL reserves the right to place a limit on the Points or benefits that may accrue to a Rewards Member in a month, and may amend such limits as and when it deems necessary, without further notice, with the following limits to apply as at the Effective Date:

7.6 No person who is employed at a MyDIESEL Convenience Centre or Participating Site or related business may accept MyDIESEL Rewards on behalf of a customer.

7.7 MyDIESEL reserves the right to limit earning of Points to one loyalty or reward scheme per transaction.

7.8 MyDIESEL reserves the right to make changes to the list of the Participating Sites.

7.9 MyDIESEL staff, including retailer personnel, and suppliers (together with persons related to them) may participate as MyDIESEL Rewards Members but shall not:

7.9.1 be eligible to enter any competitions run through and/or relating to the MyDIESEL Rewards Programme; or

7.9.2 be entitled to accept any prizes or instant prizes relating to the MyDIESEL Rewards Programme.

7.10 MyDIESEL reserves the right to suspend or permanently block a MyDIESEL Rewards Card or Rewards Account for future use due to the abuse or attempt at abusing the Fair Use Policy.

8. COMMUNICATION

8.1 Communication from MyDIESEL

8.1.1 Direct marketing

By agreeing to these Terms and Conditions, you are agreeing to receive direct marketing communications by **email** and/or by **SMS** from MyDIESEL and/or the Operator relating to:

8.1.1.1 **MyDIESEL Rewards** – these may feature offers for Bonus Points, promotional information, market research/surveys and other information that may be of interest to you about MyDIESEL Rewards;

8.1.1.2 **MyDIESEL's products and services** – we value you as a MyDIESEL customer, so as we create new products and services, promotions, and offers, some in conjunction with our third-party partners, we may send you communications about these items. We might also send you market research/customer surveys or other interesting news we have to share.

8.1.2 Managing direct marketing communications preferences

You can opt-out of and manage the categories and channels of direct marketing communications that you wish to receive from MyDIESEL and/or the Operator at any time by changing your preferences in the **Communications Preference Centre** located on the MyDIESEL Rewards Website. You can also opt out of receiving certain marketing communications from us by using the opt-out links provided in the marketing communications.

8.1.3 Other communications

MyDIESEL and/or the Operator may send you certain administrative and servicing communications while you have and maintain a MyDIESEL Rewards Account. An example of such communication is an alert from MyDIESEL reminding you that your Points are close to their expiration date.

9. EXCLUSION OF LIABILITY

9.1 We are not responsible for any loss or damage, including consequential loss or damage due to your membership with the MyDIESEL Rewards Programme, cancellation or participation, use of the Rewards Website, or earning and redeeming of Points.

9.2 We are further not responsible for any loss due to any failure or malfunction of payment systems or electronic facilities at the Participating Sites resulting from circumstances beyond our control.

9.3 You transacting with the Participating Site, including payment for and delivery of purchases made, and all other terms, conditions, warranties and undertakings related to such transactions, are solely between you and the Participating Site.

9.4 Any dispute with respect to any transaction made using the MyDIESEL Rewards Card and your MyDIESEL Rewards Account at a Participating Site must be referred to the respective Participating Site.

10. INTELLECTUAL PROPERTY

We own all intellectual property rights on our Website, the MyDIESEL Rewards Programme, all content published on MyDIESEL's Website and the Rewards Website, all trademarks registered to MyDIESEL and all proprietary information on such websites.

11. VARIATION

We reserve the right to amend these Terms and Conditions at any time. Any variation and/or amendment of the Terms and Conditions shall be in writing and shall include a notification on the MyDIESEL Rewards Website noting that amendments or variations have been made. If you are not in agreement with the amendments, you must immediately cancel your registration with the MyDIESEL Rewards Programme. Your continued use of the MyDIESEL Rewards Programme will be understood as an acceptance of the amended Terms and Conditions.

12. ADJUSTMENTS FOR CHANGES IN LEGISLATION

12.1 These Terms and Conditions are governed by the laws of South Africa.

12.2 For the purpose of this clause 12, "Laws" means all national (or provincial) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

12.3 If MyDIESEL has a reasonable belief that a change in laws (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Effective Date of the MyDIESEL Rewards, has occurred or is imminent, which has or would have the effect of rendering the MyDIESEL Rewards Programme or its implementation in contravention of such Laws, MyDIESEL may vary or amend the MyDIESEL Rewards Programme in order to ensure that neither the MyDIESEL Rewards Programme nor its implementation constitutes a contravention of such Laws.

12.4 If MyDIESEL is unable to vary or amend the MyDIESEL Rewards Programme to remove such contravention of Laws, MyDIESEL may terminate the MyDIESEL Rewards Programme and provide notice of such termination on the Rewards Website.

12.5 If the MyDIESEL Rewards Programme is terminated in accordance with the provisions of clause 12.4, the Rewards Member will have no claim against MyDIESEL or the Operator in respect of any loss suffered or damages incurred as a result of such termination.

12.6 If the MyDIESEL Rewards Programme is terminated in accordance with the provisions of clause 12.4, the Rewards Member will have 30 (thirty) days from date of termination to redeem his/her Points, where after such Points accrued in the MyDIESEL Rewards Account will be forfeited.

13. ANTI- BRIBERY AND CORRUPTION

13.1 The Rewards Member represents that it is familiar with the requirements and represents that its performance under this MyDIESEL Rewards Programme, including its Terms and Conditions, will be made in compliance with the requirements of the South African Prevention and Combatting of Corrupt Activities Act (2004).

13.2 Any breach of, or failure to comply with the provisions in this clause, shall be deemed material and shall entitle MyDIESEL to terminate the Rewards Member's membership with the MyDIESEL Rewards Programme forthwith.

14. GENERAL

14.1 **Legal Notices** - All legal notices are to be delivered by hand at MyDIESEL's registered address as set out on MyDIESEL's website, www.MyDIESEL.co.za, being MyDIESEL's chosen *domicilium* for service of all legal process.

14.2 **Entire Agreement** - The Terms and Conditions constitute the entire agreement between the Rewards Member and MyDIESEL in relation to the MyDIESEL Rewards Programme. MyDIESEL will not be bound by any undertakings, representations, warranties, promises, terms or conditions or the like not recorded herein.

14.3 **Indulgence** - Any leniency, extension of time or any other indulgence which may be granted to a Rewards Member by MyDIESEL shall not prejudice MyDIESEL's rights in any way, nor shall the same constitute a waiver of any of MyDIESEL's rights.