



**Retailer/Workshop Participation Form**

**Owner's Details**

Name: ..... Surname: .....

Registered Company Name: .....

Company Registration Number: .....

Trade Name: .....

Physical Address: .....

.....

.....

Post Code: .....

Postal Address: .....

.....

.....

Post Code: .....

**Contact Details**

Telephone: .....

Cellphone: .....

Email: .....

**Sourcing Details**

**Currently buying from: (Name of wholesaler / Branch / Town)**

1. ....

2. ....

3. ....

**Preferred Wholesaler:**

Name: .....

Branch: .....

Telephone: .....

Contact Person: .....

<b>Your Wholesaler Account Number:</b>		
Name:	Branch:	Acc No.:
Name:	Branch:	Acc No.:
Name:	Branch:	Acc No.:

I declare that I am the named business owner

I have read and agree to the terms and conditions contained in the Bosch eXtra Brochure

Date: .....

Signature: .....

Stamp

## **Terms and Conditions**

1. The 2015 Bosch eXtra loyalty programme (the "Programme") is operated by Robert Bosch (Pty) Ltd ("Bosch").
2. By participating in the Programme, all retailers/Workshops who participate in the Programme ("Participants") agree to be bound by and adhere to the terms and conditions set out in the Programme brochure, on the Programme's website located at [www.boscheXtra.co.za](http://www.boscheXtra.co.za) and these terms and conditions, as amended, altered or updated from time to time. A Participant may not participate in the Programme unless they accept these terms and conditions, as may be updated or altered by Robert Bosch (Pty) Ltd from time to time. Robert Bosch (Pty) Ltd may amend, alter or update these terms and conditions at any time by publishing the amended, altered or updated terms and conditions ("Updated Terms") on the Programme's website. The Participant will be automatically bound by the Updated Terms. Participation in the Programme is subject to compliance with these terms and conditions as well as all terms and conditions that may be set out in the Programme Brochure or on the Programme's website.
3. The Programme will be open for participation to automotive spare parts retailers, Bosch workshops and AutoCrew workshops in SA Customs Union (SACU) South Africa, Lesotho, Namibia, Botswana and Swaziland only from January 2015 to September 30, 2015 & East Africa (Kenya, Uganda, Tanzania, Rwanda, Burundi) from July 2015 to September 2015.
4. In order to be awarded points, Participants must purchase eligible Bosch Automotive products mentioned in the Programme brochure and/or on the Programme's website, located at [www.boscheXtra.co.za](http://www.boscheXtra.co.za) ("Eligible Products"). In addition, purchases must be made from authorised participating Bosch wholesalers ("Registered Wholesalers"). The wholesalers will be listed on the Programme's website and in the Programme brochure.
5. Only independent retailers/workshops who purchase Eligible Products from Registered Wholesalers may participate in the Programme. Rewards will only be issued to registered retailer/workshop companies or close corporations, as indicated on the Participant's completed participation form, and not to any individual.
6. Back orders will be excluded from the Programme and no points will be awarded for back order purchases.
7. No sales returns on Eligible Products purchased during the Programme period will be entertained during or after the Programme period. Defective products may be exchanged in accordance with Robert Bosch (Pty) Ltd's policies regarding this from time to time, but not additional points will be awarded in respect of exchanged products. If Robert Bosch (Pty) Ltd in its discretion grants credit or a refund in respect of any products, any points that were awarded for the purchase of those products will be forfeited.
8. The availability of Eligible Products is limited, but Robert Bosch (Pty) Ltd will take reasonable commercial steps to order stock. Robert Bosch (Pty) Ltd will not be liable to Participants in the unlikely event of insufficient stock of any of the Eligible Products.
9. Points and rewards will only be awarded on valid purchases of Eligible Products during the Programme period. Purchases outside the Programme period will not qualify for points or rewards.
10. The onus rests on the retailer to ensure that the wholesaler reports all purchase data of eligible Bosch Automotive products to Robert Bosch (PTY) Ltd to be entered into the Bosch eXtra website for points to be allocated.
11. Transactions must be recorded into the programme within six months after the date of invoice.
12. Points are applicable to this specific Bosch eXtra programme and expire after 18 months. This includes any points carried forward from prior programmes. The carrying forward of the points between programmes is at the sole discretion of Bosch.
13. The points and rewards are non-endorsable, non-transferable and cannot be exchanged for cash or any other benefit. No requests for changes or exchanges of rewards will be entertained. Reward redemptions are to be made online only and not by Email
14. Once the Participant's purchases are collated, the points will be allocated. Bosch's decision is final and no further correspondence will be entered into.
15. Rewards will be delivered between the months May to November.
16. Rewards chosen by Participants will be delivered by courier to the address indicated at the time of registration on the Bosch eXtra website, and without any charge to the consignee.
17. Images shown on the Programme website and in the Programme brochure are only indications of the rewards and the actual products may vary.
18. In the event of a reward being or becoming unavailable and/or discontinued, Robert Bosch (PTY) Ltd reserves the right to substitute the reward with another product of equal and / or similar value.
19. On completion of the points redemption process, the member will receive a system generated confirmation code via email. This serves as an acknowledgement of acceptance of redemption.
20. Participants may only redeem points at the end of the programme period. No points can be redeemed before the end of the Programme period.
21. Points can be used for multiple rewards. For example, if a Participant has 5,750 points, it can redeem 2,750 points for one reward and use the balance of 3,000 points to redeem another reward.
22. If a Participant's total points fall between the number of points necessary to redeem different rewards, the Participant may only use the points to redeem the reward which requires the lower number of points. (For example, if the Participant has a total of 1,000 points, and there are rewards requiring 750 and 1250 points, the Participant would only be allowed to redeem points to claim the reward requiring 750 points.)
23. A reward may not be cancelled or changed once it has been confirmed on the Programme website.
24. Rewards, such as motorcycles and TV sets, are to be claimed by Participant at the sales point indicated by Robert Bosch (Pty) Ltd after the order. Participants must carry all fees, costs and expenses relating to claiming, collecting and using rewards, including license, registration and maintenance fees. Robert Bosch (Pty) Ltd will not be liable for such fees, costs and expenses
25. In the case of a television being the reward, the Participant will be responsible for obtaining a television license and will need to produce this in order to receive the reward.
26. Participants agree to Robert Bosch (PTY) Ltd using the photographs, names and contact details of the Participants for media coverage, advertisement or publicity without any further consideration to the Participants or the individuals involved. The Participants must ensure that they obtain the consent of their owners, officers, personnel and all other persons in photographs in order for Robert Bosch (Pty) Ltd to use their photographs and images for the aforesaid purposes.
27. Participants grant their permission to Robert Bosch (PTY) Ltd to use the data and personal information provided by them for future campaigns, promotions, emails, correspondence and marketing activities.
28. Robert Bosch (PTY) Ltd will not be held responsible for the warranties on the rewards issued. Robert Bosch (Pty) Ltd makes no warranties or representations, express or implied, in relation to rewards. The rewards are awarded to Participants in an "as is" condition. In case of any defect, malfunction or other issue, the Participant must contact the manufacturer of the reward.
29. Robert Bosch (Pty) Ltd, its directors, officers, employees, associates, agents, contractors and consultants ("Indemnified Parties") shall not be liable for any claim, liability, cost, expense or penalty ("Claims") suffered or incurred by any Participant as a result of participation in the Programme or the use of any reward, irrespective of the nature of such Claims and how they arose or were incurred. By participating in the Programme, the Participant indemnifies the Indemnified Parties and holds them harmless from any Claims suffered or incurred as a result of the Participant's participation in the Programme or the use of any reward.
30. Participants may not misuse or abuse the Programme or be dishonest, unfair or fraudulent in participating in the Programme. Robert Bosch (Pty) Ltd may terminate any Participant's participation in the Programme if Robert Bosch (Pty) Ltd determines, in its sole and absolute discretion, that a Participant (or any individual connected to a Participant) misused the Programme or were fraudulent, unfair or dishonest or were dishonest or fraudulent in invoice submission. If Robert Bosch (Pty) Ltd terminates a Participant's participation on this basis, the Participant will forfeit its points and rewards and Robert Bosch (Pty) Ltd may, in its discretion, take legal action against the Participant and individuals involved.
31. Robert Bosch (PTY) Ltd reserves the right to amend, withdraw or terminate the Programme or any aspect of it at any time, without assigning any reason.
32. The decision of Bosch with respect of all matters connected with this the Programme will be final and binding and is not contestable.
33. Errors and omissions excepted (E&OE)

## **Confidentiality**

For purposes of the Bosch extra loyalty program ("Program"), Robert Bosch (Pty) Ltd. ("Bosch") will have access to information relating to the quantity of Bosch products bought by retailers from registered wholesalers as well as the identity of those wholesalers ("Sales Information"). By participating in the Program, the relevant retailer permits the wholesaler from whom it purchases Bosch products to relay information regarding those purchases to Bosch.

Bosch will be entitled to use the Sales Information for purposes of operating the Program. Bosch will not disclose the Sales Information to any third party, other than the registered wholesaler from whom the retailer bought the relevant Bosch products as well as Bosch directors, officers, employees, agents, contractors, representatives or professional advisors who need to have access to the Sales Information for purposes relating to the Program. Despite this, Bosch may disclose the Sales Information if: (i) required by law or any regulatory or governmental body to which Bosch is subject, wherever situated, whether or not the requirement for disclosure has the force of law; (ii) the Sales Information has come into the public domain through no fault of Bosch; or (iii) the retailer has given prior approval to the disclosure, such approval not to be unreasonably withheld or delayed.