

# SPIN & WIN

## TERMS & CONDITIONS

### 1. Promoter

The promoter of this campaign is Kathea Energy (Pty) Ltd ("the Promoter")

### 2. Campaign Nature

- 2.1 This campaign is a business-to-business trade incentive programme.
- 2.2 It is not a public promotional competition and is not open to consumers.
- 2.3 Participation is by invitation only and limited to approved EPC partner companies.

### 3. Campaign Period

The Campaign commences on the 1<sup>st</sup> of June 2026 and concludes on the 30<sup>th</sup> of November 2026. The promoter reserves the right to amend or extend the campaign period at its discretion.

### 4. Eligibility

- 4.1 Participation is limited to registered EPC companies in good standing with the promoter.
- 4.2 Participation is limited to EPC companies that have provided written confirmation from their executive management approving participation in the campaign.
- 4.3 Directors, employees, or agents of the Promoter directly involved in administering the campaign are not eligible to participate.

### 5. Qualifying Activities

- 5.1 Participants may earn spin opportunities through measurable business milestones, including but not limited to:
  - Completion of approved sales or technical training
  - Achievement of product certifications
  - Verified project sales
  - Commissioning
  - Confirmed deployment of qualifying solutions
- 5.2 All qualifying activities must be verified and logged by the Promoter.
- 5.3 The Promoter's decision regarding qualification is final.

### 6. Spin Mechanism

- 6.1 Spin opportunities are earned only after verification of qualifying milestones.
- 6.2 The Spin mechanism is a reward allocation tool and does not require payment or entry fees.
- 6.3 If a participant is not physically present, an authorised representative of the Promoter may execute the Spin on their behalf.
- 6.4 The outcome of each Spin is Final and binding.

### 7. Rewards

- 7.1 Rewards may include branded items, vouchers, project-related incentives, commissioning support, team experiences, demo opportunities, or order-based benefits.
- 7.2 Rewards are non-transferable and may not be exchanged for cash unless expressly stated.
- 7.3 The Promoter reserves the right to substitute a reward with one of equal or greater value if necessary.
- 7.4 All rewards are subject to availability and internal approval thresholds.

### 8. Verification & Audit

- 8.1 The Promoter will maintain a reward register documenting:
  - Participant Name
  - Company
  - Qualifying Activity
  - Date Earned
  - Reward Allocation
- 8.2 The Promoter reserves the right to audit any qualifying activity
- 8.3 Any fraudulent, inaccurate, or misleading submissions will result in immediate disqualification.

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### 9. Tax Liability

9.1 Any tax implications arising from rewards received shall be the responsibility of the participating company and/or the individual recipient.

9.2 Participants are advised to seek independent tax advice if required.

### 10. Limitation of Liability

10.1 The Promoter shall not be liable for any loss, damage, or injury arising from participation in this campaign or use of any reward, except where such liability cannot be excluded by law.

10.2 The Promoter shall not be responsible for technical failures, delays, or unforeseen circumstances affecting reward allocation.

### 11. Data Protection & Media Consent

#### 11.1 Data Protection

11.1.1 The Promoter will collect and process personal information strictly for the purposes of administering the Spin and Win Campaign, including verification of qualifying activities, reward allocation, communication and audit record-keeping.

11.1.2 Personal information may include participants' names, designations, company details, contact information, and campaign activity records.

11.1.3 All personal information will be processed in accordance with the Protection of Personal Information Act (POPI)

11.1.4 Personal information will not be sold, traded, or disclosed to unauthorised third parties and will be retained only for as long as necessary to fulfill campaign and compliance requirements.

11.1.5 By participating in the campaign, the participating EPC company consents to the processing of personal information for campaign administration purposes.

#### 11.2 Media Consent (Optional)

11.2.1 During campaign-related activities, photographs and video recordings may be taken.

11.2.2 Publication of the following for marketing and corporate communication purposes shall only occur where the participating EPC company has indicated consent in the Media Consent selection section of these Terms and Conditions:

- Photographs and Video Content
- The EPC company name
- Participant's name
- References to campaign milestones achieved

11.2.3 Where the Media Consent option is selected, and these Terms and Conditions are signed, such selection shall constitute written consent for publication on the Promoter's official marketing channels, including but not limited to its LinkedIn page and corporate communication platforms.

11.2.4 Media consent is voluntary and is not a condition of participation in the campaign.

### 12. Campaign Amendments

The Promoter reserves the right to amend, suspend, or terminate the campaign at its sole discretion, provided that such changes are communicated to participating companies.

### 13. Dispute Resolution

Any disputes arising from this campaign shall be resolved internally by the Promoter's executive management. The decision shall be final and binding.

### 14. Acceptance

Participation in the campaign constitutes full acceptance of these Terms and Conditions.