

THE COMPETITION

2. The Company gives no warranties and disclaims any and all warranties with respect to the Competition.
3. The Company's decision in relation to any aspect of the Competition shall be final and binding and no communication shall be acknowledged or entertained in relation thereto.
4. The Competition is a promotion which is site specific to eleven (11) CNG Service Stations in Trinidad & Tobago and was offered for a period of three (3) consecutive weeks ("**Term**").
5. The Term of Competition shall be subject to directives from the Government of the Republic of Trinidad and Tobago ("**GORTT**") and the Company's Board of Directors and may be earlier terminated as provided herein or directed by GORTT and/or the Company's Board of Directors.
6. Only the registered Private Motor Car which was entered for the Competition, shall receive the PMC CNG Conversion and such vehicle shall be duly registered with the Licensing Authority, in accordance with the laws of Trinidad and Tobago.
7. Any and all other cost in relation to the PMC CNG Conversion and in excess of **TWELVE THOUSAND DOLLARS**, Trinidad and Tobago Currency (**TT\$12,000.00**) inclusive of value added tax of **12.5%** shall be borne by the Successful Recipient.
8. Any PMC CNG Conversion sponsored under the Competition is strictly for the PMC cited hereinabove and is not transferrable or assignable by the Successful Recipient and cannot be sold, changed or exchanged for money or for any other prize.
9. The Company shall not compensate the Successful Recipient or any winner of the Competition, arising out of any event or circumstance, internal or external, which impacts the Company or the Successful Recipient, directly or indirectly. Such event or circumstance shall include *inter alia* the postponement of the PMC CNG Conversion by the Company, Successful Recipient or the Licensed Converter, a directive from GORTT and/or the Company's Board of Directors with respect to the Competition or the PMC CNG Conversion, sale of the registered Private Motor Car by the Successful Recipient, removal of the CNG Kit by the Successful Recipient or otherwise, any incident or accident which involves the NGV of the Successful Recipient and requires repair or installation of a new CNG Kit.
10. If the Successful Recipient breaches any of the terms and conditions herein, by act, omission or otherwise, the Company reserves the right to disqualify the Successful Recipient from any further Competitions, prizes or incentives which may be offered by the Company.
11. During the Effective Term:
 - i. the Successful Recipient agrees to being interviewed, photographed and filmed during any activities related to the Competition or the PMC CNG Conversion and agrees to actively co-operate with the Company, with respect to any promotional activities and reasonable publicity related thereto, free of charge and without prior notice;
 - ii. the Company shall be permitted, free of charge, to use any facts, images or other particulars which relate to the PMC CNG Conversion for the Successful Recipient, including the name of the Successful Recipient and comments therefrom, for promotional and marketing purposes, in and by any manner whatsoever, including print, broadcast and internet, without prior notice to the Successful Recipient; and
 - iii. the Company shall have the unfettered right, without prior consent of the Successful Recipient, to advertise on the NGV of the said Successful Recipient, *via* signage both externally and internally.
12. The Competition and all of the terms and conditions herein, shall be governed by the laws of the Republic of Trinidad & Tobago.
13. Any reference to the Company shall include its representatives as duly authorized, in writing.
14. Any reference to the Company shall not include any affiliate or subsidiary of the Company or any affiliate or subsidiary of NGC or the NGC group of companies.

PMC CNG CONVERSION

15. The PMC CNG Conversion shall be performed by a Licensed Converter selected by the Company.

16. The Company shall notify the Successful Recipient of the selected Licensed Converter that shall be responsible for the PMC CNG Conversion of the Successful Recipient's registered Private Motor Car.

17. The Company reserves the right to re-assign a PMC CNG Conversion to a different selected Licensed Converter.

18. The Company shall not sponsor the Successful Recipient, save and except the Licensed Converter has assessed and approved the registered Private Motor Car of the Successful Recipient for PMC CNG Conversion.

19. Where the Licensed Converter has assessed and approved the registered Private Motor Car of the Successful Recipient for PMC CNG Conversion, the Licensed Converter and not the Company, shall be liable for any damages, accidents or performance issues encountered during and or after or as a result of the CNG Conversion.

POST CONVERSION

20. On or after the Post Conversion Date and during the Effective Term, the Successful Recipient shall:

i i. at all times display the blue CNG diamond sticker on the registered Private Motor Car in compliance with applicable standards set by the Trinidad and Tobago Bureau of Standards, including TTS/NFPA 52:2017 – Specification for Compressed Natural Gas Vehicular Fuel Systems.

i ii. be responsible for all arrangements with the Licensed Converter and costs, with respect to any servicing, calibration or other works on the NGV and the Company shall not be liable for any costs related thereto whatsoever, in whole or in part.

i iii. retain all correspondence and documentation with respect to servicing of the NGV.

i iv. communicate solely with the Licensed Converter, save and except otherwise directed by the Company.

i v. immediately notify the Company *via* e-mail (cnginfo@ngc.co.tt) or telephone (636-4662 ext. 3412/3401), in the event that the NGV is involved in an accident that renders it inoperable or otherwise, for a period of two (2) consecutive weeks or more.

21. The Successful Recipient shall obtain and install a Radio Frequency Identification Device (“**RFID**”) tag on the NGV, within thirty (30) days of the date of notification related thereto, pursuant to a directive of the Company, a regulatory entity, enactment of a law or otherwise.

22. On or after the Post Conversion Date, the Company reserves the right to:

i i. inspect the performance of the NGV of the Successful Recipient;

i ii. request a dynamometer test on the said NGV; and

i iii. conduct physical inspections on the said NGV, in order to monitor and enforce adherence to applicable standards and specifications, including TTS NFPA 52:2017, which provides specifications for CNG vehicular fuel systems and any other standards or specifications identified by the Company or the relevant entity in Trinidad and Tobago, which is responsible for standards and specifications.

23. Where the Company under its due diligence exercise discovers that the CNG Kit has been removed and/or sold or transferred to another person or vehicle, within twenty-four (24) months of and inclusive of the Post Conversion Date, without any prior written approval of the Company, the Successful Recipient shall be deemed to be in breach of the terms and conditions herein and shall be liable to reimburse the Company as follows:

i i. if the said CNG Kit was removed - fifty percent (50%) of the costs of the sponsorship for the said PMC CNG Conversion; or

- i ii. if the said CNG Kit was removed and sold or transferred to a third party - one hundred percent (**100%**) of the cost of the CNG Kit or the costs of the sponsorship for the said PMC CNG Conversion, whichever is greater.

INDEMNITY

24. No Party shall be liable in any action initiated against it, for any indirect or consequential damages or damages for loss of profit, business interruption or otherwise, resulting from or arising under the terms and conditions herein, however caused.

25. The Successful Recipient shall defend, indemnify and hold harmless the Company, its directors, officers, employees, agents or representatives, any of the subsidiaries of the NGC Group of Companies, affiliates, related companies, advertising and promotion agencies against any and all claims, actions, suits, demands, damages, liabilities, expenses and losses whatsoever and howsoever arising as a result of any acts of negligence by the Successful Recipient in relation to this Competition and the PMC CNG Conversion.

26. The Company shall defend, indemnify and hold harmless the Successful Recipient solely against claims, actions, suits, demands, damages, liabilities, expenses and losses which directly arise, as a result of any acts of negligence by the Company in relation to this Competition.

TERMINATION

27. The Company shall have the right to terminate this Competition and the PMC CNG Conversion in writing, *forthwith*, without prior notice, for any reason whatsoever, including but not limited to, breach of any of the terms and conditions herein by the Successful Recipient, fraud, negligence, death, contravention of the law or otherwise.

28. At all times, on or after the date termination of this Competition and the PMC CNG Conversion:

- i i. the Company shall have no liabilities hereunder;

- i ii. no funds shall be released by the Company to pay the Licensed Converter for the PMC CNG Conversion in whole or in part; and

- i iii. the Company reserves the right to disqualify the Successful Recipient from entering any other competition offered by the Company, save and except otherwise provided *in writing*.

MISCELLANEOUS

29. The Company shall have the right to amend the terms and conditions herein, at any time whatsoever.

30. Every term and condition herein shall be separate and severable from each other.

31. This document may be executed in multiple identical counterparts, each of which shall have the force and dignity of an original and all of which shall constitute but one and the same.

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