

## **COLGATE-PALMOLIVE SOUTH AFRICA COMPETITION RULES**

PROMOTER NAME AND ADDRESS:	Colgate-Palmolive Proprietary Limited Registration number 1929/001620/07 528 Commissioner Street Boksburg 1460
COMPETITION START DATE:	00h01 SAST on 01 July 2021
COMPETITION CLOSING DATE:	23h59 SAST on 31 August 2021
COMPETITION PERIOD:	The Competition Start Date until the Competition Closing Date
ENTRY SUBMISSION LINE:	*120*5386#
PRIZE:	1 (one) of 20 000 x R5 Instant Airtime Vouchers (airtime is available for the following Networks – Vodacom, MTN, Cell C, Telkom)

1. **Rules:** These rules apply to entries into the “**Colgate MCP Relaunch Competition**” (“**Competition**”). By entering the Competition, you agree, on behalf of yourself and any person with whom you may share this prize (i.e. spouse, life partner) (if applicable), to be bound by these rules. If you do not agree to these rules, you must not enter the Competition. The Promoter reserves the right, acting reasonably, to disqualify entrants who do not comply with these rules.

2. **Who may enter:** Any person who is a South African citizen (“**Criteria**”).

The Competition is not open to directors, members, partners, employees, agents or consultants of the Promoter, any person who controls or is controlled by the Promoter, or any supplier of goods or services in connection with the competition, or their respective spouses, life partners, business partners or immediate family members.

3. **How to enter:**

- 3.1 Purchase any Colgate Maximum Cavity Protection Toothpaste with 4x More Strengthening Power, i.e. 50ml or 100ml or 2x 100ml value pack.
- 3.2 Dial \*120\*5386# on your mobile phone and follow the prompts, providing the information requested as it appears on your mobile phone.
- 3.3 Referred friends will be entered into the Competition for a chance to win, subject to them correctly completing the questionnaire.
- 3.4 The cost per USSD entry is 20 cents per 20 seconds.
- 3.5 Participants may enter the Competition as many times as they wish for the duration of the Competition Period. However, participants may only submit 2 (two) entries per week.

As far as the law allows, all entries are treated as being entered into the Competition at the time of receipt by the Promoter. It is your responsibility to ensure that your entry is received by us during the Competition Period indicated above. Any entries which are not received timeously will not be eligible to participate, regardless of the reason for the late entry. The Promoter and its affiliates are not responsible for any entries which are not received by it, regardless of the cause for non-receipt. The Promoter and its affiliates are not responsible for any problems or technical malfunction of any telephone or mobile network, computer system, server, or provider which may have hindered entry into this Competition.

4. **Draw:** All participants will be entered into a draw and will be randomly selected by Yonder Media (Proprietary) Limited (“**Yonder**”), their auditors and the Promoter's representative. The draw will take place on a daily basis with effect from the Competition Start Date until the Competition Closing Date. Participants will be selected during the course of each draw until a total of 20 000 winners have been selected (“**Winners**”).

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5. **Prize:** The Prize described above will be provided by the Promoter to the Winners.

The Prize does not include any other costs or expenses relating to the Prize or the enjoyment of the Prize not expressly specified in these rules. There is no cash or other alternative to the Prize in whole or in part. The Prize is not transferable.

***The paragraph above has important legal consequences for you. In this paragraph:***

- ***various costs, losses, damages, expenses and taxes that are not included in the Prize are set out;***
- ***the responsibilities and liability of the Promoter are excluded or limited; and***
- ***the Winner takes on various responsibilities and liability.***

***By entering the Competition, you agree to these limits and exclusions from the Prize. You also agree that if you are the Winner, then you will have the responsibilities and liability listed in this paragraph.***

You may not win the Prize if it is unlawful in any way for the Promoter to supply this Prize to you. If you do win such Prize, and it is unlawful for the Promoter to award it to you (for whatever reason), the Prize will be forfeited.

6. **Payment of Prize:** Winners of Prizes will receive a notification confirming that they have won, on entering their cellular phone number via an SMS. An SMS with the airtime voucher will be sent to the cellular phone number used to enter the Competition. Airtime Prizes may only be redeemed by PRE-PAID account holders only. Winners with contract accounts can transfer the Airtime Prize to any other Pre-Paid number of their choice
7. **Publicity:** The Winners may be requested to participate in all required publicity, including any presentation ceremony and any other promotional purpose required by the Promoter. Each Winner has the right to decline this by notifying the Promoter.
8. **Personal information:** By entering the Competition, you consent to the collection, use, storage, disclosure and processing of your personal information by the Promoter for a reasonable period for the purposes of administering the Competition, providing the Prize and other activities as contemplated in these rules. The types of personal information that the Promoter may collect includes information necessary for its legitimate business interests and the categories of personal information identified in relevant data protection laws in South Africa. This may include your name, identity number, e-mail, physical and postal addresses, contact information, and other information you provide when entering and participating in the Competition.
- The Promoter may use your personal information:
- (i) to update the Promoter's existing records;
  - (ii) for the purpose of administering consumer relations; and
  - (iii) to make information available on future competitions or promotions which the Promoter may conduct.
- Your personal information will also be collected, used, stored, disclosed and processed in accordance with the Promoter's Privacy Policy which is accessible at [www.colgate.co.za](http://www.colgate.co.za).
9. **Promoter's Decision:** The decision of the Promoter in all matters is final and binding on you and no correspondence will be entered into.
10. **Cancellation and amendment:** The Promoter reserves the right, acting reasonably, to cancel or amend the Competition and draw date due to events or circumstances arising beyond its control which prevent the Promoter from conducting the Competition as intended. You are entitled to withdraw from the Competition if you do not agree with any amendments made by the Promoter. As far as the law allows, if the Promoter cancels the Competition or amends these rules, you will have no claim against the Promoter.

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*The paragraph above is important. It:*

- *limits or excludes the Promoter's legal responsibilities and liability if there is any cancellation or change of the Competition or these rules; and*
- *limits or excludes any rights or remedies entrants may have against the Promoter.*

*The Promoter will not be responsible to any entrant if they suffer loss or damages because of any change or because of the cancellation of the Competition.*

11. **Participant's warranties:** You represent and warrant that the information provided is true and accurate.
12. **No warranties and exclusion of liability:** As far as the law allows, and subject to 15:
- (i) all warranties and representations in relation to the prize not set out in these rules (whether express, implied or tacit) are hereby excluded;
  - (ii) the Promoter, Yonder, their associated companies, and their respective directors, officers, employees and agents will not be liable for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause which may be suffered as a result of entering the Competition, the provision or use of the Prize, or any act or omission of any other person.

This clause 12 does not purport to limit or exempt the Promoter or Yonder for any loss directly or indirectly attributable to their gross negligence or that of any person acting for or controlled by them.

*The paragraph above has important consequences for you. In this paragraph:*

- *the legal responsibilities and liability of the Promoter and other persons are excluded or limited;*
- *the rights you have against the Promoter are limited or excluded; and*
- *you take on the responsibility and liability for certain losses or damages or events that might happen.*

*You enter into the Competition and accept and enjoy the Prize knowing and accepting that these things can go wrong and that there are risks.*

13. **Law and jurisdiction:** These rules shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the High Court (Gauteng Local Division, Johannesburg) in respect of all matters arising out of or in connection with the Competition or these rules.
14. **Severability:** If any provision of these rules is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these rules and shall not affect the validity or enforceability of any remaining provisions.
15. **Consumer Protection Act:** It is not intended that any provision of these rules contravenes any provision of the Consumer Protection Act, 68 of 2008, and therefore all provisions of these rules must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
16. **Availability of these rules:** A copy of these Competition rules may be obtained by contacting the Promoter on its Share Call line: 0860 114 146, or by email at [consumer\\_sa@colpal.com](mailto:consumer_sa@colpal.com). Alternatively, these rules are also available on Colgate's website: [www.colgate.co.za](http://www.colgate.co.za), listed under 'Competitions'.