

COLGATE MAXIMUM CAVITY PROTECTION SMART SHOPPER COMPETITION

TERMS AND CONDITIONS

1 TERMS AND CONDITIONS

- 1.1 The promoters of this competition are Pick n Pay Retailers (Pty) Ltd ("Pick n Pay") (registration number: 1973/004739/07) a company incorporated in the Republic of South Africa and having its registered address at 101 Rosmead Avenue, Kenilworth, 7708 and Colgate-Palmolive (Pty) Ltd ("Colgate") (registration number 1929/001620/07a company incorporated in the Republic of South Africa and having its registered address at 528 Commissioner Street, Boksburg, 1459. (Colgate and Pick n Pay shall collectively the "**promoters**").
- 1.2 All persons entering the Pick n Pay and **Colgate Maximum Cavity Protection Smart Shopper Competition** ("**the promotional competition**", alternatively "**the competition**") ("**the entrants**") agree that the competition rules as set out in these terms and conditions are binding on them. A copy of these terms and conditions is available at www.picknpay.co.za and www.colgate.co.za.

2 IMPORTANT NOTICE

- 2.1 These terms and conditions and competition rules contain certain terms and conditions which appear in similar text style to this clause and which:
- 2.1.1 may limit the risk or liability of the promoters or a third party; and/or
 - 2.1.2 may create risk or liability for the entrant; and/or
 - 2.1.3 may compel the entrant to indemnify the promoters or a third party; and/or
 - 2.1.4 serves as an acknowledgment of a fact by the entrant.
- 2.2 The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- 2.3 The entrant cannot be a juristic person and must be an individual.

- 2.4 Nothing in these terms and conditions is intended to or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations, as the case may be, created for either the entrant or the promoters in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
- 2.5 The entrant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and that he/she understands and agrees to the terms and conditions.
- 2.6 All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoters, their affiliates, directors, employees, and agents of any liability on any damage, cost, injuries, and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries, and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.

3 RULES OF THE COMPETITION

- 3.1 This promotional competition opens on 05 July 2021 ("Competition Start Date") and closes on 30 August 2021 ("Competition Closing Date").
- 3.2 The competition is open to all registered Pick n Pay Smart Shoppers nationally
- 3.3 The prize:
- 3.3.1 Stand a chance to win your share of 2 500 000 (Two Million and Five Hundred Thousand Smart Shopper Points).
- 3.3.2 25 (Twenty-five) winners will each receive R1000 (One Thousand Rand) worth of Smart Shopper points, which equates to 100 000 (One Hundred Thousand Smart Shopper points) to spend at any Pick n Pay of their choice.
- 3.3.3 Twenty-five (25) winners in total.
- 3.3.4 Prize details:

- 3.3.4.1 Money is loaded onto the Smart Shopper card at the entrants' own risk
- 3.3.4.2 Entrants are asked to safeguard their Smart Shopper card
- 3.3.4.3 Entrants are asked to safeguard their credentials
- 3.3.4.4 The risk will reside with the entrant once the prize has been transferred to their Smart Shopper card.
- 3.3.4.5 Smart Shopper points are valid on your Smart Shopper card for 12 months.
- 3.3.4.6 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.

3.4 To qualify as an entrant for this promotional competition, the entrant:

- 3.4.1 must live in the Republic of South Africa;
 - 3.4.2 must provide correct and full personal details, as required;
 - 3.4.3 must be 18 years old or older;
 - 3.4.4 cannot be a juristic entity and must be an individual; and
 - 3.4.5 must be a registered Pick n Pay Smart Shopper.
 - 3.4.6 The promoters, their affiliates, directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above-named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this promotional competition.
- 3.5 To enter the competition in-store, the entrant must purchase any 2 (two) or more Maximum Cavity Protection toothpastes and swipe their Smart Shopper card for automatic entry.
- 3.6 To enter the competition online, the entrant must purchase any 2 (two) or more Maximum Cavity Protection toothpastes and link their Smart Shopper card details to their Pick n Pay online profile before check out for automatic

entry.

- 3.7 Entrants may enter the promotional competition as many times as they wish

4 SELECTION OF WINNERS

- 4.1 Winners will be selected within 4 (four) weeks of the Competition Closing Date (this date is subject to change without notice).
- 4.2 Entrants to whom prizes will be awarded will be selected through a random draw.
- 4.3 Winners will be contacted via email or telephonically within 4 (four) weeks of the Competition Closing Date (this date is subject to change without notice). The promoters reserve the right to disqualify a winner if he/she does not respond to the email or telephone call within 1 (one) week of winner selection and randomly select a replacement winner from the competition entries. In such circumstances, the replacement winner shall be contacted via email or telephonically by the promoters as soon as reasonably practicable and shall be required to respond to the promoters in the manner set out in such correspondence. If the replacement winner fails to respond to the promoters as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details a redraw will need to take place immediately.
- 4.4 The promoters reserve the right to amend the terms and conditions as well as terminate the competition at any time. In the event of such termination, all participants agree to waive any rights that they may have in terms of the competition and acknowledge that they will have no recourse against the promoters, their affiliates, directors, members, partners, employees, consultants, advertising agencies, advisors, suppliers, and nominated agents.

5 GENERAL

- 5.1 By entering the competition following its terms, you are entering a promotional competition for the Consumer Protection Act, 2008 ("**CPA**")

and the promotional competition will be conducted by the relevant provisions of the CPA. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the promoter/sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be required to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery.

- 5.2 The names of the prize winners will be published on the Pick n Pay and Colgate Palmolive (Pty) Ltd Websites, subject to the winners' consent.
- 5.3 Winners may be requested to take part in the promoters' publicity campaigns or to allow their names and likenesses to be used by the promoters for promotional purposes. Winners are, however, entitled to decline such requests.
- 5.4 The promoters shall conduct the competition, and the promoters' decision on any matter related to the competition, including the selection of prize winners is final and no correspondence will be entered into.
- 5.5 **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.
- 5.6 **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.
- 5.7 A copy of these rules can be found at www.picknpay.co.za and www.colgate.co.za. Any queries can be answered by reference to the website or by calling the Pick n Pay consumer services division on 0860 30 30 30 or Colgate Consumer Affairs on 0860 114 146, during office hours throughout the competition.