

COLGATE WIN A SHOPPING VOUCHER COMPETION RULES

PROMOTER NAME AND ADDRESS:	Colgate-Palmolive (Proprietary) Limited Registration number 1929/001620/07 Colgate House, Building № 7, Maxwell Office Park, Magwa Crescent West, Waterfall City, Jukskei View, 2090
COMPETITION START DATE:	00h01 SAST on 28 October 2019
COMPETITION CLOSING DATE:	23h59 SAST on 02 December 2019
COMPETITION PERIOD:	Competition Start Date until the Competition Closing Date
ENTRY SUBMISSION LINE:	*120*1066*6#
PRIZE:	50 x R1 000 Digital Shoprite / Checkers Shopping Vouchers

- Rules:** These rules apply to entries into the **Colgate Win a Shopping Voucher Competition ("Competition")**. By entering into this Competition, you agree, on behalf of yourself and any person with whom you may share any benefit with (ie spouse, life partner) (if applicable), to be bound by these rules. If you do not agree to these rules, you must not enter into this Competition. The Promoter reserves the right, acting reasonably, to disqualify applicants who do not comply with these rules.
- Who may enter:** This Competition is open to any person who is not a director, member, partner, employee, agent or consultant 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. ("**Criteria**").
- How to enter:**
 - Purchase any 2 (two) Colgate Toothpaste products, of which one must be one of the following products:
 - Total 12 Clean Mint 75ml
 - Total 12 Clean Mint 150ml
 - Total 12 Advanced Whitening 75ml
 - Total 12 Advanced Whitening 150ml
 - Total 12 Pro-Whitening 75ml
 - Total 12 Pro-Whitening 150ml
 - Total 12 Pro Breath 75ml
 - Total 12 Pro Gum 75ml
 - Purchase must be made from any Shoprite or Checkers Store within the Kwa-Zulu Natal Province.
 - Dial *120*1066*6# from your mobile phone and follow the prompts, providing the information requested as it appears on your mobile phone, and wherein you will also be required to enter the last 4 digits of the barcode on the product together with the till slip number.
 - The cost per USSD entry is 20 cents per 20 seconds.
 - Ensure you retain your till slip as proof of purchase.

The participants may enter the Competition as many times as they wish.

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 on or before the closing date 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 them, regardless of the cause for non-receipt. The Promoter and its affiliates are not responsible for any problems or technical malfunction of any telephone network, computer system, server, or provider which may have hindered entry into this Competition.

- Draw:** All participants will be automatically entered into a draw and will be randomly selected by ZaPop Media (Proprietary) Limited, their auditors, PKF Chartered Accountants & Business Advisors ("**PKF**") and the Promoter's representatives. The draw in respect of the shopping vouchers will take place on 04 December 2019 ("**Draw Date**"), until 50 winners have been selected ("**Provisional Winners**").

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The Provisional Winners will be contacted by SMS, as per the contact details provided by the participants upon entry using the USSD line, within 48 hours of the Draw Date. The Promoter will attempt to make contact with the Provisional Winners 3 (three) times over a period of 3 (three) days, but if any one of the Provisional Winners do not respond to the SMS notification within 3 (three) days of the Provisional Winners selection, such Provisional Winner will forfeit his/her prize and the Promoters reserve the right to select a new Provisional Winner.

The Provisional Winners will be required to provide the Promoter with any such information as may be required by the Promoter, including without limitation, certified copies of your South African identity document, proof of residence and till slip evidencing purchase of the Colgate Toothpaste products, in order to verify and assess that the Provisional Winner satisfies the Criteria. Provisional Winners will have 24 hours from the time that they have been notified to submit to the Promoter the required documentation. The Promoter reserves the right, at its sole discretion, to disqualify the Provisional Winners if, based on the information submitted, the Provisional Winners do not satisfy the Criteria or the information submitted is fraudulent or inconsistent with the information previously submitted.

5. **Winner Selection:** The Promoter will assess the documents submitted in order to verify the accuracy of the information provided and confirm that the Provisional Winners satisfy the Criteria. Upon satisfaction that the Provisional Winners have provided accurate information and the Provisional Winners satisfy the Criteria, the Provisional Winners will be awarded the Prize ("**Confirmed Winners**").
6. **Winner Notification:** The Confirmed Winners will be contacted telephonically by the Promoter within 7 days of selection.
7. **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 benefit are set out;***
- ***the responsibilities and liability of the Promoters are excluded or limited; and***
- ***the entrant takes on various responsibilities and liability.***

By entering the Competition, you agree to these limits and exclusions from the benefits. You also agree that if you are a recipient of a benefit from the Competition, 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 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.

8. **Payment of Prize:** The Promoter shall effect delivery of the Prize electronically, sending the shopping voucher codes to the Confirmed Winners via SMS.
9. **Publicity:** The Confirmed Winners may be requested to participate in all required publicity, including any presentation ceremony and any other promotional purpose required by the Promoter. Each Confirmed Winner has the right to decline this by notifying the Promoter.
10. **Personal information:** By entering the Competition, you consent to the collection, use, storage, disclosure and processing of your personal information by the Promoters for a reasonable period for the purposes of administering the Competition, providing the benefits 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 customer relations; and
 - (iii) to make information available on future 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 Policies, which are accessible at www.colgatepalmolive.co.za.

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11. **Promoters' Decision:** The decision of the Promoter in all matters is final and binding on you and no correspondence will be entered into.
12. **Cancellation and amendment:** The Promoter reserves the right, acting reasonably, to cancel or amend the Competition due to events or circumstances arising beyond their control which prevents 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 amend these rules, you will have no claim against the Promoter.

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.

13. **Participant's warranties:** You represent and warrant that the information provided is true and accurate.
14. **No warranties and exclusion of liability:** As far as the law allows, and subject to 17:
- (i) all warranties and representations in relation to the benefits not set out in these rules (whether express, implied or tacit) are hereby excluded;
 - (ii) the Promoter, its 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 benefit, or any act or omission of any other person.

This 14 does not purport to limit or exempt the Promoters for any loss directly or indirectly attributable to their gross negligence or that of any person acting for or controlled by it.

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 this Competition and accept and enjoy the benefits knowing and accepting that these things can go wrong and that there are risks.

15. **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.
16. **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.
17. **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.
18. **Availability of these rules:** A copy of these rules may be obtained by contacting the Promoter at 0860 114 146. These rules are also available at www.colgatepalmolive.co.za.