

COLGATE TOTAL TOTALLY NOT READY COMPETITION 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 14 September 2019
COMPETITION CLOSING DATE:	12h00 SAST on 20 September 2019
COMPETITION PERIOD:	Competition Start Date until the Competition Closing Date
PRIZE:	5 X R5,000 Cash Prizes

1. **Rules:** These rules apply to entries into the **Totally Not Ready 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.

2. **Who may enter:** Any person who is resident in South Africa and who is 18 years of age or older ("**Criteria**").

This 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:** The participant must submit his/her story telling about THAT moment. That moment when you nearly "died" from embarrassment. When you were side-lined, bowled out and knocked upside down by what happened to you. All entries must be submitted online on the Features page of the KFM.co.za website.

One entry/submission per participant.

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.

4. **Draw:** All participants will be automatically entered into a draw and will be randomly selected by two authorised representatives of Kfm Radio, a division of Primedia Broadcasting (Proprietary) Limited ('**KFM**'). Draws will take place daily between 15h00 and 19h00 from 16 September 2019 until 20 September 2019. A total of 5 (five) participants will be selected during the draws ("**Provisional Winners**").

The Provisional Winners will be announced during the daily Drive Time show between 15h00 and 19h00 from 16 September 2019 until 20 September 2019 and will thereafter be contacted either telephonically or by email, as per the contact details provided by the participants upon submission of their *Totally Not Ready* stories on the KFM.co.za website, within 24 hours of the on air announcement. The Promoter will attempt to make contact with the Provisional Winners, but if any one of the Provisional Winners do not respond to the email and/or telephonic notification within 1 (one) week 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 and proof of residence, 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 their 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.

COLGATE TOTAL TOTALLY NOT READY COMPETITION RULES

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 Promoter 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 the 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 Prizes by contacting the Confirmed Winners and obtaining the bank account of the Confirmed Winner in order to effect payment of the Prize into the bank account.
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 Promoter 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 Promoters' 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.colgate.co.za.

11. **Promoter's 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 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 amend these rules, you will have no claim against the Promoter.

COLGATE TOTAL TOTALLY NOT READY COMPETITION RULES

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 Promoter 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.colgate.co.za and the KFM.co.za websites