**Competition Name:** Sanex Skin Stories.

**Promoter Name:** Colgate-Palmolive (Pty) Ltd ("Colgate and/or Promoter")

Promoter Address: Colgate House, Building No. 7, Maxwell Office Park, Magwa Crescent West, Waterfall

City, Jukskei View, 2090

**Competition Entry Period:** 00:01 am 01 May 2025 until 11:59 pm 30 May 2025

**Available Prizes:** 1 x 40 one year supply of Sanex (12 bottles) if entered through Facebook

1 x 30 one year supply of Sanex (12 bottles) if entered through Instagram 1 x 30 one year supply of Sanex (12 bottles) if entered through Tik Tok

1. Rules: These rules apply to all entries for Colgate's Sanex Skin Stories Campaign. By entering into this Competition, you agree, on behalf of yourself and any person with whom you may share any benefit with (if applicable), to be bound by these terms and conditions contained in this document ("rules") and all applicable Colgate policies, including but not limited to Colgate's Privacy Policies. If you do not agree to these rules and the applicable policies, you must not enter into this Promotion and/or share your skin story on Colgate's Meta platforms using the hashtag #SanexSkinStoriesZA of on Tik Tok stories using the hashtag #SanexSkinStoriesZA or comment on the Sanex Skin Story Campaign Post.

- 2. BY ENTERING INTO THIS COMPETITION YOU EXPRESSLY ASSIGN TO AND GIVE COLGATE-PALMOLIVE (PTY) LTD PERMISSION, LICENSE AND AN UNLIMITED IRREVOCABLE WORLDWIDE RIGHT TO UTILISE AND REPURPOSE YOUR CONTENT WITHOUT COMPENSATION OR ROYALTIES OF ANY KIND.
- 3. Who may enter and Qualification Criteria: The criteria (hereinafter referred to as "Criteria") to be eligible to enter into this Competition and stand a chance to win a Prize is the person must be over the age of 18 and a South African citizen or a resident, who:
  - a. On Meta Platforms:
    - i. Follows the Sanex Page; and
    - ii. Likes the Sanex Skin Story Campaign Post; and
    - iii. Writes their Sanex skin story in the comments section; Or
    - iv. Creates a post with their skin stories under the #SanexSkinStoriesZA.
  - b. On Tik Tok:
    - i. Skin stories can only be submitted by creating a post under the #SanexSkinStoriesZA.

Participants must enter within the Competition Closing Date

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.

### 4. How to enter:

- a. On Meta Platforms:
  - i. Follow the Sanex Page; and
  - ii. Like the Sanex Skin Story Campaign Post; and
  - iii. Write your Sanex skin story in the comments section to the Campaign Post; Or
  - iv. Create a post with your Sanex skin story utilising the #SanexSkinStoriesZA.
- b. On Tik Tok:
  - i. Create your Sanex Skin Story by creating a post under #SanexSkinStoriesZA.

Participants may enter the competition across multiple social media platforms on which this competition is being run. Each Participant can only win once across all platforms regardless of the number of entries.

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.

5. <u>Draw:</u> All participants will be entered into a draw and 35 participants from Facebook, 25 Participants from Instagram and 25 participants from Tik Tok will be randomly selected by the Promoter.

The draw will take place on the 15th June 2025 or as soon as reasonably possible thereafter. The final winners will be selected during the draw ("**Provisional Winners**").

The Promoter shall also award spot prizes for exceptional skin stories, which such selection shall be within the sole discretion of the Promoter, a total of available spot prizes is 5 participants from Facebook, 5 Participants from Instagram and 5 participants from Tik Tok.

The Provisional Winners will be contacted by Colgate-Palmolive telephonically. The Promoter will attempt to make contact with the Provisional Winner at least three times, but if the Promoter is unable to contact the Provisional Winner on the third attempt, the Provisional Winner will forfeit his/her prize and the Promoter reserves the right to select a new Provisional Winner.

The Provisional Winners will be required to provide Promoter with any such information as may be required by the Promoter, including without limitation, certified copies of identity documents, 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 and by review of its internal records, the Provisional Winners do not satisfy the Criteria or the information submitted is fraudulent or inconsistent with the information previously submitted.

- 6. <u>Winner Selection:</u> The Promoter, will assess the documents submitted in order to verify the accuracy of the information provided as well as the Promoter's internal records related to the signup and answering of the questionnaire 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").
- 7. <u>Winner Notification</u>: The Confirmed Winners will be contacted directly via their Direct Messages (DMs) on Facebook, Instagram & Tik Tok by the Promoter within **7** days of selection.
- 8. **Prize:** The prize described above will be provided by the Promoter to the confirmed winners. The Confirmed Winners will receive 12 Sanex 500ml shower gels (a year's worth of shower gel).

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 prizes 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 a prize, and it is unlawful for the Promoter to award it to you (for whatever reason), the prize will be forfeited.

- 9. Payment of Prize: The Promoter shall use its own discretion in respect of the payment of the prize.
- 10. <u>Publicity:</u> The Confirmed Winner will participate in all required publicity, including any presentation ceremony and any other promotional purpose required by the Promoter for 2 years after the Competition Closing Date. The Confirmed Winner has the right to decline this by notifying the Promoter.
- 11. **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 <a href="https://www.colgate.co.za">www.colgate.co.za</a>.

- 12. **Promoter's Decision**: The decision of the Promoter in all matters is final and binding on you and no correspondence will be entered into.
- 13. 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.

## 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.

- 14. <u>Participant's warranties</u>: You represent and warrant that the information provided is true and accurate.
- 15. 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 prize not set out in these rules (whether express, implied or tacit) are hereby excluded;

(ii) the Promoter, 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 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 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.

- 16. 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.
- 17. <u>Severability:</u> 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.
- 18. 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.
- 19. 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 <a href="mailto:consumer\_sa@colpal.com">consumer\_sa@colpal.com</a>. Alternatively, these rules are also available on Colgate's website: <a href="www.colgate.co.za">www.colgate.co.za</a>, listed under 'Competitions'.