

## **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 16 October 2023
COMPETITION CLOSING DATE:	12h00 SAST on 09 December 2023
COMPETITION PERIOD:	The Competition Start Date until the Competition Closing Date
ENTRY THROUGH:	*120*222666#
PRIZE:	1 of 20 Generators per winner (2 per Participating Wholesaler) and/or 1 of 480 Colgate Hamper per winner, each to the value of R250 (48 per Participating Wholesaler).

1. **Rules:** These rules apply to entries into the “*Colgate Summer Campaign*” 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 South African citizen / holding a valid permit or company registered under the laws of South Africa which purchases a Qualifying Purchase from a Participating Wholesaler. For natural persons he/she must be over the age of 18. (“**Criteria**”).

A qualifying purchase is a single finalised purchase transaction for 5 cases of Colgate Maximum Cavity Protection toothpaste, 5 cases of Double Action toothbrush and 5 cases of Protex bar soap all purchased at the same time in a single purchase transaction (“**Qualifying Purchase**”).

The Participating Wholesalers are: Devland Cash & Carry Lenasia; Africa Cash & Carry; Continental Cash & Carry; Kit Kat Cash & Carry Pretoria; Kit Kat Cash & Carry Kliptown; Arrow Cash & Carry; Yarona Cash & Carry; Tradeport Cash & Carry; Three Star Cash & Carry; and Big Save Waitloo (“**Qualifying Wholesalers**”).

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:** Dial \*120\*222666# on your mobile phone and provide the information requested as it appears on your mobile phone. The cost per USSD entry is 20 cents per 20 seconds.

Participants may enter the competition once per Qualifying Purchase.

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.

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4. **Draw:** All Eligible Participants will be entered into a weekly draw for a Colgate hamper. The draw for a hamper will take place on a weekly basis with effect from 23 October 2023. Six participants will be selected, per Participating Wholesaler, weekly until the total number of Hampers have been awarded or the competition closes, whichever is the first occurring.

All Eligible Participants will also be entered into a monthly draw to win a generator. The draw for the generator will take place on a monthly basis with effect from 13 November 2023. One participant will be selected, per Participating Wholesaler, monthly until the total number of generators have been awarded or the competition closes, whichever is the first occurring.

The Promoter in its sole and absolute discretion, in the event that all available prizes under an applicable draw are not awarded, due to the total number of Eligible Participants being less than the number of prizes available under the applicable draw, may decide to have the total number of unawarded prizes for that draw, roll over to the following draw for the applicable prize and select a number of Eligible Participants equal to the number of prizes available under the applicable draw.

The participants selected in the weekly draw and the monthly draw, the selected participants under each draw being "**Provisional Winners**", will be randomly selected by Colony HQ ("**Colony HQ**") using an automated randomised system.

An "**Eligible Participant**" is a participant which has not previously won the prize which is related to the draw for which the participant may be entered. For abundant clarity, each participant may win no more than 1 Colgate hamper and 1 generator.

The Provisional Winners will be contacted telephonically by no later than 7 days after the date on which they were selected pursuant to the draw. Colony HQ will attempt to contact the Provisional Winner once every day for 3 (three) consecutive working days after their name is drawn and entry has been finalised and leave a voice message (if possible to do so), in order to verify their details. However, if Colony HQ is unable to contact the Provisional Winner and the Provisional Winner does not return the call within 24 hours of the last voice message being left (if applicable), on the third working day of attempting to contact the Provisional Winner, the Provisional Winner will forfeit his/her prize and the Promoter reserves the right to select a new Provisional Winner in accordance with these Competition Rules.

The Provisional Winners will be required to provide Colony HQ with any such information as may be required by the Promoter, including without limitation, certified copies of birth certificates, company documents, certified copy of permit if applicable and till-slip reflecting the purchase, 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 Colony HQ 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.

Any entries received outside of the duration of the Promotion will be deemed invalids, will be disqualified automatically, and will not be considered.

5. **Winner Selection:** Colony HQ 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 for the draw under which they were selected ("**Confirmed Winners**").

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6. **Winner Notification:** The Confirmed Winners will be contacted telephonically by Colony HQ within 7 days of selection. The results will be made available weekly on the Promoter's Facebook Page being <https://www.facebook.com/ColgateSouthAfrica> ("Facebook Page").
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 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 prize, and it is unlawful for the Promoter to award it to you (for whatever reason), the prize will be forfeited.

The Promoter reserves the right, in its sole discretion and without any recourse being available to participants, to not award all the available Prizes under this Competition. In the event that the Competition Period has elapsed prior to the award of all available Prizes, all participants which were Eligible Participants during the Competition Period shall have no right of recourse or claim to the unawarded Prizes.

8. **Award of Prize:** The Promoter shall use its own discretion in respect of the issuing or creating of the Colgate Hamper which may include amongst other things, to select product(s) of the Promoter's choice. Further the Promoter shall use its own discretion in respect to what generator to provide as the prize amongst other things, selecting a generator which is different from the one that the promotional material may suggest it to be.
9. **Publicity:** The Confirmed Winners will participate in all required publicity, including any presentation ceremony and any other promotional purpose required by the Promoter for 1 year(s) after the Competition Closing Date. 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 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.

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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).

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 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.***

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 prize not set out in these rules (whether express, implied or tacit) are hereby excluded;
  - (ii) the Promoter, Colony HQ, 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 or Colony HQ for any loss directly or indirectly attributable to their gross negligence or that of any person acting for or controlled by them.

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*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.*

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 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'.