# Colgate's Cloud Landing Page: MPS Stand a chance to receive a discount off your next Optic White toothpaste purchase.

Promotion Name: Stand a chance to receive a discount off your next Optic White Toothpaste purchase.

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

1. Rules: These rules apply to all entries for Colgate's Stand to receive a discount off your next Optic White toothpaste purchase. By entering into this Promotion, 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 sign up on the Optic White Oxygen & Pen signup cloud page ("MPS"). The Promoter reserves the right, acting reasonably, to disqualify applicants who do not comply with these rules.

- 2. <u>Promotion:</u> Eligible Participants stand a chance to receive one of twenty four thousand discount coupons to the value of R10.00, on an Optic White toothpaste purchase at selected stores ("**Discount Coupon**") when signing up on the MPS cloud page ("**Promotion**").
- 3. Who may enter: Any person who is resident in South Africa, is 18 years of age or older and is in possession of an email address and cellphone number and has not previously entered into this Promotion ("Eligible Participant").

This Draw 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 Draw, or their respective spouses, life partners, business partners or immediate family members.

- 4. How to enter -Stand a chance to receive a discount off your next Optic White toothpaste purchase.:
  - a. The participant must access the MPS cloud page and sign up, by providing the requested information, in order to stand a chance to receive a Discount Coupon for their next Optic White toothpaste purchase. Discount Coupon rewards will be shared with eligible participants on a first come first serve basis, being the first 24 000 Eligible Participants.
  - b. Participants must note that Discount Coupons are only redeemable through Checkers and Shoprite stores and voucher is not valid at any other retailer.
  - c. Please note that once the allocated amount of Discount Coupons have been depleted, participants will no longer qualify to stand a chance to receive the Discount Coupon whether or not the participant has signed up.
  - d. Participants are limited to one entry each.
- 5. **Eligible Participant Selection** The Promoter shall select, in its sole discretion, the first 24 000 (twenty four thousand) Eligible Participants to award the Discount Coupon to. While the Promoter shall endeavour to award the Discount Coupon in sequential order on a first come first serve basis, to the first 24 000 (twenty four thousand) Eligible Participants, no participant, regardless of the whether the participant signed up for the Promotion within the first 24 000 (twenty four thousand) Eligible Participants, shall have any rights or claim to a Discount Coupon prior to the Promoter awarding the Discount Coupon to the Eligible Participant.

The Discount Coupon does not include any other costs or expenses relating to the Discount Coupon or the enjoyment of the Discount Coupon not expressly specified in these rules. There is no cash or other alternative to the Discount Coupon in whole or in part. The Coupon is not transferable. The Coupon is to be used on or before 30 April 2024.

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 signing-up and interacting with the landing page, you agree to these limits and exclusions from the benefits. You also agree that if you are a recipient of a benefit from the sign-ups randomised distribution, then you will have the responsibilities and liability listed in this paragraph.

You may not be awarded with the Discount Coupon if it is unlawful in any way for the Promoter to supply the Discount Coupon to you. If you do win such a coupon, and it is unlawful for the Promoter to award it to you (for whatever reason), the Discount Coupon will be forfeited.

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The Promoter reserves the right, in its sole discretion and without any recourse being available to participants, to not award all the available Discount Coupons under this Promotion and Eligible Participants shall have no right of recourse or claim to the unawarded Discount Coupons.

- 10. **Distribution of Discount Coupon**: The Promoter will affect delivery of the coupon and it will be received in the form of email to the email address that has been provided by the Eligible Participant.
- 11. <u>Publicity:</u> The Eligible Participants who have received a Discount Coupon may be requested to participate in all required publicity, including any presentation ceremony and any other promotional purpose required by the Promoter. Each such participant has the right to decline this by notifying the Promoter.
- 12. **Personal information**: By signing up, 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 providing the benefits and other activities as contemplated in these rules, including providing consent to receiving future promotional and advertising communications from the Promoter. 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 Promotion.

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 <a href="https://www.colgatepalmolive.co.za">www.colgatepalmolive.co.za</a>.

- 13. **Promoter's Decision**: The decision of the Promoter in all matters is final and binding on you and no correspondence will be entered into.
- 14. **Cancellation and amendment**: The Promoter reserves the right, acting reasonably, to cancel or amend the Promotion due to events or circumstances arising beyond their control which prevent the Promoter from conducting the Promotion as intended. You are entitled to withdraw from the Promotion if you do not agree with any amendments made by the Promoter. As far as the law allows, if the Promoter cancels the Promotion 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 Promotion 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 Promotion.

- 15. **Participant's warranties**: You represent and warrant that the information provided is true and accurate.
- 16. No warranties and exclusion of liability: As far as the law allows, and subject to 19:
  - (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 Promotion, the provision or use of the benefit, or any act or omission of any other person.

This clause 16 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

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you take on the responsibility and liability for certain losses or damages or events that might happen.

You enter into this Promotion and accept and enjoy the benefits knowing and accepting that these things can go wrong and that there are risks.

- 17. <u>Law and jurisdiction</u>: These rules shall be governed by the laws of the Republic 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.
- 18. **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.
- 19. **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.
- 20. **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. Alternatively, these rules are also available at <a href="https://www.colgatepalmolive.co.za">www.colgatepalmolive.co.za</a>