Optic White Landing Page: Coupon Issuing - Clicks Beauty Playground

Promoter Name: Colgate-Palmolive (Pty) Ltd ("Colgate")

Promoter Address: Colgate House, Building No. 7, Maxwell Office Park, Magwa Crescent West, Waterfall City, Jukskei View, 2090

- 1. <u>Rules</u>: These rules apply to website and coupon sign ups at the **Clicks Beauty Playground in Cape Town** (12th 13th August 2023). By signing up the website for coupons, you agree, on behalf of yourself and any person with whom you may share any benefit with (i.e. family or friends) (if applicable), to be bound by these rules. If you do not agree to these rules, you must not sign up to the website. The Promoter reserves the right, acting reasonably, to disqualify applicants who do not comply with these rules.
- 2. <u>Who may sign up</u>: 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. This individual must be an attendee at the Clicks Beauty Playground in Cape Town taking place from the 12th 13th of August 2023.

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.

3. How to enter - Coupon Giveaway:

- a. The attendees must be present at the Clicks Beauty Playground between the 12th 13th of August 2023. Attendees will be required to scan QR Codes that will be visible at the Colgate stand. Once the QR Code is scanned, participants are required to share the mandatory personal information fields in order to successfully register to receive a coupon. Participants who sign up stand a chance of receiving a coupon with no guarantee of receiving a coupon for signing up. Coupons will be distributed via email.
- b. Participants are limited to one entry each.

As far as the law allows, all entries are treated as being entered into the Colgate Smiles program and eligible to receive a coupon. It is your responsibility to ensure that your entry is received by us on or before the end of the Clicks Beauty Playground event that runs from the 12th - 13th of August. Any entries which are not received timeously will not be eligible to receive a coupon, 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.

- 4. <u>Coupon distribution:</u> Coupons will be distributed via email address. These coupons will then be redeemable by consumers at a retail store. Consumers will be required to share the wi code to tellers in order to redeem their coupon.
- 5. <u>Coupon Notification</u>: Individuals that receive coupons will be notified via email. The email will detail the value of the coupon, where the coupon can be redeemed, the wi code required to redeem the coupon and the time frame that it can be redeemed.
- 6. **Prize:** Optic White Coupon

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

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- 10. **Payment of Prize**: The Promoter will not effect delivery of the Prizes, as prizes need to be collected by Prize Winners
- 11. **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.
- 12. **Personal information**: By entering the Draw, 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 <u>www.colgatepalmolive.co.za</u>.

- 13. <u>Promoter's Decision</u>: 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 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.

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.

- 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 15:
 - (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 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
- 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.

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- 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. <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.
- 19. <u>Consumer Protection Act</u>: 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. <u>Availability of these rules</u>: A copy of these rules may be obtained by contacting the Promoter at 0860 114 146. These rules are also available at <u>www.colgatepalmolive.co.za</u>