

## **Terms & Conditions “Give your pocket a break”**

Colgate-Palmolive Company Distr. LLC, domiciled at Metro Office Park, 8 Calle 1 STE 400, Guaynabo, Puerto Rico. 00968-1719. PO Box 363865 Telephone (787) 273-5000; (hereinafter referred to as the "**COLGATE or SPONSOR**"), through its non exclusive Distributor, Kirk-Fp Limited, Telephone 876-923-7011, hereinafter "**Kirk-Fp**" or "**ORGANIZER**") makes available to the general public the following Rules of the Promotion "**Give your pocket a break**" (hereinafter will be called "**THE PROMOTION**"):

### **Article 1: Object of the PROMOTION:**

**THE PROMOTION “Give your pocket a break”** is created with the aim of promoting and creating loyalty of the brands **COLGATE, PROTEX, LADY SPEED STICK, SPEED STICK, SUAVITEL, FABULOSO and PALOMOLIVE** and awards Jamaican consumers who purchase the participating products at the participating Sales Points, as established in article 7.2 of these Terms.

### **Articles 2: Responsible for the PROMOTION:**

The **SPONSOR** in charge of **THE PROMOTION** is **COLGATE** through its non exclusive Distributor Kirk-Fp Limited, domiciled at 216 Marcus Garvey Drive, Kingston, Jamaica. Telephone 876-923-7011, (hereinafter "**THE ORGANIZER**").

### **Article 3: Acceptance of the Terms and Conditions**

These terms and conditions govern **THE PROMOTION**. What is provided here will be mandatory for both participants and **THE SPONSOR and THE ORGANIZER**. The participation of the consuming public (hereinafter "**THE PARTICIPANTS**") in **THE PROMOTION**, implies knowledge, acceptance and compliance with these Terms.

By participating in **THE PROMOTION**, **THE PARTICIPANTS** agree to be bound by the present Terms and Conditions, which shall be final and binding in relation to all matters related to **THE PROMOTION**. Any violation of these terms and conditions, the rules of **THE PROMOTION**, the decisions of either **THE SPONSOR** and **THE ORGANIZER**, as well as the established procedures or systems, will imply the immediate disqualification and exclusion of **THE PARTICIPANTS** and the revocation of any of the incentives. For what is not provided in these bases, you must refer to the common law for its determination.

Furthermore, by participating in **THE PROMOTION**, **THE PARTICIPANTS** expressly accept any changes that **COLGATE or THE ORGANIZER**, makes in the terms and conditions of this **PROMOTION**. The awarding of any of the prizes will be conditioned on compliance with each and every one of the applicable laws and regulations, as well as the provisions of these terms and conditions. **THE ORGANIZER and/ or THE SPONSOR** may disqualify those participants who directly or indirectly fail to comply with the rules, terms and conditions established herein.

Likewise, by participating in **THE PROMOTION**, **THE PARTICIPANTS** consent and authorize **COLGATE, THE ORGANIZER and THE SPONSOR** (listed in article 7.2) in their capacity previously indicated, as organizers,

to process the personal data of **THE PARTICIPANTS**, such as: name, surname, personal ID, number telephone, among others, which will be used for the purposes of this contest.

#### **Article 4: Validity of the PROMOTION**

This promo is run by **THE COLGATE SPONSOR** and **THE ORGANIZER** from February 1st, 2022 to April 15th, 2022, in participating supermarkets as established in Article 7.2.

#### **Article 5: Requirements to participate**

The requirements to participate in **THE PROMOTION** are: a) legal age eighteen (18) years of age or more), b) resident in Jamaica (with a valid government personal identification), c) Purchase 3 Colgate-Palmolive products as indicated in article 6, in any of its formats, sizes and varieties; and d) keep the original of the receipt or digital photo of the receipt legible.

The persons identified in Article 8 of these Terms may not participate in **THE PROMOTION**.

#### **Article 6: Participant products of the PROMOTION**

The Participating Products are: 1) **COLGATE** toothpastes; 2) **PROTEX** bar soaps/liquid hand soaps; 3) **Palmolive** Dish Liquid; 4) **Suavitel** Fabric Softeners; 5) **Fabuloso** All Purpose Cleaners; (hereinafter "**THE PARTICIPATING PRODUCTS**"), in any of their formats, sizes and varieties, according to the mechanics described in the following article, that are acquired in any of the participating Selling Points of **THE PROMOTION**

#### **Article 7: Mechanics of the PROMOTION**

**THE PROMOTION** "**Give your pocket a break**" will be carried out in attention to the mechanics described below:

7.1. To compete for the prizes indicated below, **THE PARTICIPANTS** must:

- i. Acquire during the validity period of **THE PROMOTION**, according to the Points of Sale indicated in article 7.2, buy 3 Colgate-Palmolive products in any of their formats, sizes and varieties;
- ii. Submit a completed coupon with your name, address, phone number, receipt number, date of purchase and the name of the store where purchase was made. **Keep your purchase receipt or retain a picture of your receipt.** Drop it in the entry boxes only at participating stores, as indicated in 7.2.
- iii. Purchase of 3 Colgate-Palmolive products will be valid for one (1) coupon entry by **THE PARTICIPANTS**. Therefore, for any 3 Colgate-Palmolive products purchased at the participating Sales Point or locations and whose receipt contains a receipt number it will allow **THE PARTICIPANTS** to register. Therefore, **THE PARTICIPANTS** will have more chances of winning with the bundle of 3 Colgate-Palmolive products purchased with the same receipt number.

7.2. **Participating Points of Sale: Specific promotion for participating Stores included in this list:**

**7.3. PARTICIPANTS may participate to win any of the following prizes:**

Description	Quantity	\$ Value
<b>Product for Instant Prizes</b>	2,000	\$209.00
<b>Phone Cards</b>	1,000	\$250.00
<b>JPS Light Voucher</b>	20	\$10,000.00
<b>Texaco Gas Voucher</b>	20	\$10,000.00
<b>PGJ Grocery Voucher</b>	20	\$10,000.00

For the purposes of this promotion, the prize indicated above consisting of (5) prizes is sponsored only by THE ORGANIZER (Kirk FP), so THE ORGANIZER will bear the expenses necessary to the winners. Likewise, any claim that arises as a result of the enjoyment of said prizes must be made directly to THE ORGANIZER and not to COLGATE.

**THE COLGATE SPONSOR** and **THE ORGANIZER** are not responsible in case of loss or theft of the prizes, once they have been delivered to the winning participants. None of the prizes will be transferable (\$CASH) and therefore a change in their specifications, or their replacement, may not be required. The prizes are non - exchangeable and non - transferable. In the event that, for reasons of force majeure, fortuitous event or made by third parties, **THE COLGATE SPONSOR** and **THE ORGANIZER** are unable to deliver any of the prizes, as specified above, it may replace it totally or partially with another of equivalent characteristics, price and quality.

**Article 8: Participant Restrictions**

Notwithstanding any other provision of these Terms & Conditions, the following people may **NOT** participate in **THE PROMOTION**: any Colgate-Palmolive Employees, as well as their relatives up to the fourth degree of consanguinity and second degree of affinity, employees of the Points of Sale participating, **THE ORGANIZER**, any supporting third party agency and / or subcontractors working in this promotion, and their immediate family (spouse, and children living in the same household) are not eligible to enter.

The following will be automatically disqualified from this promotion:

- a) Participants who are not of legal age (18 years or more).
- b) Participants who do not present a valid identification issued by the government entity.
- c) Participants who do not have the original of the receipt or digital photo image of the receipt registered with the same receipt number.
- d) Participants who committed an illegal, illicit act, or that violates the objectives and rules of **THE PROMOTION**.
- e) Participants who did not follow the contest guidelines.
- f) Participants who do not claim their prize within the term established in article 9 of these Terms.

**THE ORGANIZER and / or THE SPONSOR** may suspend or exclude a participant if there are indications that validate the suspected fraud.

## **Article 9: Determination of Winners**

### **9.1: Selecting the Winners**

The drawings for the prizes indicated in article 7.3 will be carried out according to the following detail, where the winners will be pre-selected, as well as 1 alternate winner per prize, in case the winners cannot be contacted, do not accept the prizes, did not qualify, or claim them within the period established in these rules. Said drawings will be carried out by the **ORGANIZER**. Data will be collected by the **ORGANIZER** nine (9) days prior to the draw date. The date of the draw is:

- Draw 1 - March 10, 2023 (includes participants whose receipts were registered between February 1st – February 28th)
- Draw 2 - April 28th, 2023 (includes participants whose receipts were registered between March 1 - April 15th)

Before the winners are contacted the **ORGANIZER** shall verify the purchase (s) registered in the collected data with the store where purchase (s) were made. All the shortlisted winners of **THE PROMOTION** will be contacted by an employee of **THE ORGANIZER**, through a phone call, to be informed of their status as a shortlisted winner. For this purpose, the pre-selected winners must provide **THE ORGANIZER** a valid form of Identification, within two (2) days of the phone call by means of which you are informed of your pre-selected winner status. In the event that the pre-selected, does not provide the necessary information to validate him/her as a winner within the term established above, or it is not possible to contact him within a period of two (2) business days from the date of the draw at the **ORGANIZER** in which he was pre-selected as the winner, **THE ORGANIZER** will proceed to contact the first corresponding alternate winner, within a period not exceeding two (2) business days from the disqualification or resignation of the pre-selected winner, who must also provide the documentation required to validate you as a winner within two (2) business days from the sending of the email informing you of your status as alternate winner. In the event that neither the main winners nor the selected alternate winners are located or it is not possible to deliver any of the prizes, **THE ORGANIZER** must select as many additional alternate winners as necessary. If any of the winners decides not to accept their corresponding prize, no compensation will be awarded or awarded to said winner in return.

Once the winners are effectively contacted, they will have to coordinate with **THE ORGANIZER** to withdraw their consistent prize, within a term no longer than fourteen (14) days, at the offices of **THE ORGANIZER**, located at Kirk-Fp Limited.

At the time of claiming the prizes, the winners must: i) present themselves personally ii) present the ID in original; iii) present the Massy Loyalty Card; iv) At the same time of claiming prizes, winners must sign a Release Receipt. **THE COLGATE SPONSOR** and **THE ORGANIZER** of the **PROMOTION** will not be responsible for the transportation costs associated with the withdrawal of the prize nor for the additional expenses that the winners incur for the acquisition and enjoyment of the prizes, except for the expenses indicated in this Bas

#### **Article 10: Organizer's Responsibility**

In case of force majeure or a fortuitous event that generates any impossibility to carry out **THE PROMOTION**, or to continue with it, **THE ORGANIZER** may suspend it definitely or temporarily. **THE ORGANIZER** may introduce the modifications it deems pertinent to correct the situation by means of a communication by the same means in which it was made known. **THE COLGATE SPONSOR** and **THE ORGANIZER**, in no case, will be responsible for human errors or deliberate actions of third parties that could disturb, suspend or interrupt the normal development of this **PROMOTION**.

The obligations of **THE COLGATE SPONSOR** and **THE ORGANIZER** regarding the delivery of the Prizes will end with the receipt of same by the winners so that, with the maximum scope allowed by the applicable regulations, **THE COLGATE SPONSOR** and **THE ORGANIZER** will not be responsible for negligent use or illegal award of the Prize by the winner, as long as these damages do not derive from hidden defects of the prizes. All the **COLGATE SPONSOR's** and **THE ORGANIZER's** obligations towards the winner of the prizes cease entirely at the time of the delivery of the prizes, without prejudice to the rights that consumers have to claim any defect found in the prizes awarded.

By participating in the promotion, **THE PARTICIPANTS** release **THE COLGATE SPONSOR** and **THE ORGANIZER** and any of its related companies, subsidiaries, affiliates, directors, employees and agents from any liability and waive any and all actions related to claims, costs, injuries, damages, losses, debts or other obligations that arise from any connection with the execution of **THE PROMOTION**, including those related to the delivery or acceptance of the prizes including costs, injuries, damages related to personal injury, death, damage or destruction of assets, loss of assets, as long as they are not attributable to **THE COLGATE SPONSOR** or **THE ORGANIZER**. Likewise, they exempt **THE COLGATE SPONSOR** and **THE ORGANIZER** from any claim based on the rights of publicity, defamation, invasion of privacy, violation of intellectual property rights, violation of the use of registered trademarks or any other cause of legal action related to the intellectual property.

#### **Article 11: Modification of the present Base**

**THE ORGANIZER** may modify these Terms, as long as the essence of **THE PROMOTION** is not altered and does not imply any decrease in its prize program. For the knowledge of **THE PARTICIPANTS** and the general public, **THE COLGATE SPONSOR** and **THE ORGANIZER**, throughout the promotion, will have these Terms & Conditions available at Kirk-Fp Limited social media facebook page and domiciled, 216 Marcus Garvey Drive, Kingston, Jamaica.

#### **Article 12: Relationship between THE COLGATE SPONSOR and THE PARTICIPANTS**

The participants who participate in **THE PROMOTION** are bound by the present Terms & Conditions, even if they are not winners of the same, expressly and irrevocably authorize **THE COLGATE SPONSOR** and **THE ORGANIZER** to capture via recording, video or photographic means and publish and disseminate in the media it deems convenient, be these forms, television, radio or digital, your full name and surname, country and city of origin, photographs and use of image or portrait, videos and in general all the data that may be required due to the dissemination of **THE PROMOTION**, expressly and irrevocably renouncing, from the acceptance of the Terms & Conditions, any type of economic compensation, remuneration, royalty or any kind of compensation for said dissemination. By image in these Terms & Conditions it must be understood as name, surname, signature, voice, title, hypocoristic,

pseudonym, image, portrait or caricature, during the period of validity of **THE PROMOTION** and for a period of two (2) years from its ending.



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Web: www.bglc.gov.jm

Ref: 2/5/4

**PP-0005-01-2023-DD**

February 1, 2023

Mr. Andre Cunningham  
Brand Manager  
Kirk-FP Limited  
216 Marcus Garvey Drive  
Kingston

Dear Mr. Cunningham:

**Re: 'Colgate Palmolive Give Your Pocket A Break' - Promotion**

We acknowledge receipt of your letter dated **January 18, 2023**, and email received on **January 30, 2023**, requesting permission to conduct the captioned promotion during the period **February 1, 2023**, to **April 15, 2023**.

We now advise that approval has been granted and attached is the **AUTHORIZATION** outlining the terms on which permission has been granted.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'M. Thompson', is written over a horizontal dotted line.

Maurice Thompson  
Director of Licensing & Registration

/vn

**\*Please quote PP-0005-01-2023-DD in all correspondence relating to this promotion.**

## THE BETTING GAMING & LOTTERIES ACT

### (Pursuant to Section 58(3)) AUTHORIZATION

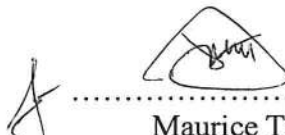
**Kirk-FP Limited** with registered offices at **216 Marcus Garvey Drive, Kingston**, is hereby authorized to conduct during the period **February 1, 2023 to April 15, 2023**, a promotion entitled '**Colgate Palmolive Give Your Pocket A Break**' and for this purpose the company may advertise during the aforesaid period, details relating to how members of the public may participate in this promotion.

The conduct of the said promotion is governed by the rules and procedures as submitted by the promoter and *authorized* by the Betting, Gaming and Lotteries Commission. Details of the said promotion are contained in file **PP-0005-01-2023-DD**.

The authority hereby granted is subject to the following conditions that:

- A. the promotion shall be conducted during the period **February 1, 2023 to April 15, 2023**;
- B. the promoter includes in at least one form of their promotional advertisement, the statement "**Authorized under section 58(3) of the Betting, Gaming and Lotteries Act**";
- C. the promoter does not amend the approved rules and/or procedures, nor alter, vary or substitute any advertised prize or draw date without the written permission of the Commission;
- D. the Commission reserves the right to audit, monitor and investigate, at its discretion, the conduct of any aspect of the captioned prize promotion and any or all prize draws connected with the captioned prize promotion, and the promoter is required to inform the Commission of the time and place where the prize draws will be conducted;
- E. within five (5) days of the prize draw, the promoter shall submit to the Commission details of the winners to include names, addresses and telephone numbers, along with details of the prizes won. Subsequent to the delivery of the prizes, proof of delivery shall be submitted to the Commission within three (3) days;
- F. the promoter does not destroy the database created/entries received and used in the conduct of the competition without the written permission of the Commission; and
- G. the Betting, Gaming and Lotteries Commission shall be the sole body to resolve any dispute/s which may arise during the conduct of the promotion.

Dated this **1<sup>st</sup>** day of **February 2023**

  
.....  
Maurice Thompson  
Director of Licensing & Registration