

## Terms & Conditions "Win cool prizes"

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, Massy Distribution (Barbados) Inc., Mighty Grynner Highway, St.Michael, Barbados, Tel# 246-417-8700, hereinafter "**MASSY**" or "**ORGANIZER**") makes available to the general public the following Rules of the Promotion "Freshness Event " (hereinafter will be called "**THE PROMOTION**"):

### Article 1: Object of the PROMOTION:

**THE PROMOTION** "Win cool prizes" is created with the aim of promoting and creating loyalty of the brands **COLGATE** and awards Barbadian 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-PALMOLIVE through its non-exclusive Distributor, Massy Distribution (Barbados) Inc. (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.

### Article 4: Validity of the PROMOTION

This promo is run by **THE SPONSOR** and **THE ORGANIZER** from May 2nd, 2023 to July 1st, 2023, 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 Barbados (with a valid government personal identification), c) Purchase One (1) Max Fresh toothpaste 2pk, Two (2) Max Fresh singles toothpaste or One (1) Max Fresh single + One (1) Total Mouthwash 500ml as indicated in article 6, in any of its formats, sizes and varieties.

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

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

The Participating Product is: 1) COLGATE Max Fresh toothpastes, and mouthwashes; (hereinafter "**THE PARTICIPATING PRODUCTS**"), 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** "Freshness Event" 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, Purchase of One (1) Maxfresh toothpaste 2pk, Two (2) Maxfresh singles toothpaste or One (1) Maxfresh toothpaste single + One (1) Total Mouthwash 500m, in any of their formats, sizes and varieties;
- ii. Visit the in store promoters booth located at the same location of the purchase, show purchase receipt to in store promoters, and win instant prizes.
- iii. Scan the QR code, fill in the required information, and participate for a chance to win One of two (1 of 2) Smart Watches, or One of five (1 of 5) Crop Over All Inclusive tickets for two people (*Crop Over is a festival in Barbados and the tickets are for an event in Barbados which will occur during this festival with food and drinks included with entry to the event*), or One of two (1 of 2) Wireless Bluetooth Earbuds.

Instant prizes may only be redeemed in the specific store in which the purchase was made, according to the receipt presented at the moment of claiming the prize.

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

1. Massy Stores
2. Popular Supermarket
3. Jordan's Supermarket
4. Cherish Cosmetique
5. Star Apple / Carlton Supermarket
6. Channell Enterprises & Trimart Supermarket Group
7. Savings Plus
8. Lionel C. Hill Supermarket
9. People's Market

- 10. Collins Supermarket
- 11. Melwani's
- 12. Imart
- 13. Woolworth

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

Prize	Description	Quantity	\$Value (EACH)
1 of 2 Smart Watches	Purchase One (1) Max Fresh toothpaste	2	\$1,249 BBD
1 of 2 Wireless Bluetooth Earbuds	2pk, Two (2) Max Fresh singles toothpaste or One (1) Max Fresh toothpaste single + One (1) Total Mouthwash 500ml	10	\$697.02 BBD
1 of 5 Crop Over All Inclusive tickets for 2 People Premiums		2	\$297 BBD
			\$5-\$8 BBD

**THE 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 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 committed an illegal, illicit act, or that violates the objectives and rules of **THE PROMOTION**.
- d) Participants who did not follow the contest guidelines.
- e) Participants who do not claim their prize within the term established in article 9 of these Terms.
- f) Participants who do not have the original of the receipt.

**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 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 draw will be carried out by the **ORGANIZER**. Entries will be collected by a Third Party contracted by the **ORGANIZER SIX** (6) days prior to the draw dates below. The dates of the draws are:

- Draw: July 7th, 2023 (*includes participants whose receipts were registered between May 2nd - July 1st*)
  - 1 of 2 smart watches
  - 1 of 2 Wireless Earbuds
  - 1 of 5 Crop Over All Inclusive tickets for 2 people

Before the winners are contacted **the ORGANIZER** shall verify the purchase (s) using the receipt number on the coupons 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 shortlisted winner. For this purpose, the pre-selected winners must provide **THE ORGANIZER** the receipt of purchase and a valid form of Identification, within two (2) business 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 coupon 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 Massy Distribution, P.O. Box 1345, The Mighty Grynner Highway, St. Michael BB11000, Barbados.

At the time of claiming the prizes, the winners must: i) present themselves personally ii) present the ID in original; iii) Original of the receipt that validates you as the winner. 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 Base.

#### **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 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 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 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 **SPONSOR** 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 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 SPONSOR** or **THE ORGANIZER**. Likewise, they exempt **THE 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 SPONSOR** and **THE ORGANIZER**, throughout the promotion, will have these Terms & Conditions available at : [www.colgatepalmolive.com.do/wincoolprizesbb](http://www.colgatepalmolive.com.do/wincoolprizesbb)

#### **Article 12: Relationship between THE 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 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.

**THE COLGATE SPONSOR** and **THE ORGANIZER** declare that they have taken the necessary measures to ensure the confidentiality and protection of the personal data entered by the User in the receipts

registered during their participation in the Promotion. In this sense, Colgate acknowledges and declares that it complies with all the legal requirements. The security of participation is guaranteed in accordance with the provisions of the Colgate-Palmolive Policies available at Massy Distribution (Barbados) Ltd., P.O. Box 1345, The Mighty Grynner Highway, St. Michael BB11000, Barbados, which is understood to be fully reproduced.