

# **Clicks Beauty Playground Social media activation Terms & Conditions**

***Create/Share content & tag Colgate at the Clicks beauty playground to stand a chance of winning a one year's supply of optic white charcoal toothpaste (12 tubes)***

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. **Rules:** These rules apply to entries for Colgate's **Clicks Beauty Playground: Share (on social media) To Win one year's supply of Optic white Charcoal toothpaste (12 tubes) ("Competition")**. By entering into this Competition, 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 enter into this Competition. The Promoter reserves the right, acting reasonably, to disqualify applicants who do not comply with these rules.
2. **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. This individual must be an attendee at the Clicks Beauty Playground in Cape Town taking place from the 12th - 13th of August 2023.

This 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 - Clicks Beauty Playground: Share (on social media) To Win one year's supply of Optic white Charcoal toothpaste (12 tubes):**
  - a. The participant must first sign up to the Optic White sign up landing page and provide evidence of signing up by presenting the "Thank you" page that is present after completing the sign up.
  - b. The participant must be present at the Clicks Beauty Playground between the 12th - 13th of August 2023. In order to take part/be considered for the free one year's supply of Optic White Charcoal toothpaste (12 tubes), participants are required to post an Instagram story or post of themselves at the Colgate Stand/Station or simply, a picture of the Colgate Stand/Station. In the story/post participants will be required to tag Colgate South Africa and will be required to have the story/post up on their social media platform.
  - c. Once participants have created their story/post, they will then be required to provide the Colgate promoters with evidence of the story/post on their feed, in order to receive a free one year's supply of Optic White Charcoal toothpaste (12 tubes) ("Prize"). The samples are capped at a specific amount and therefore not all participants will receive a free handout.
  - d. Participants are limited to one entry each.

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 before the Competition ends at the time stipulated 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 them, regardless of the cause for non-receipt.

5. **Competition:** All participants will be automatically entered into the Competition once they have shared their story/post on instagram, and tagged Colgate South Africa. Competition

winners will be selected on a first come first serve basis for the duration of the event (12th August - 13th August 2023).

6. **Draw:** All participants will be automatically entered into a draw once the mandatory Competition mechanics have been adhered to within the draw period, at which draw winners will be selected at random at Colgate-Palmolive Head Office. Within the Competition Period, 1 (one) participant will be selected during the draw ("Provisional Winners"). An authorized representative will be present during the draw.

The Provisional Winner will be contacted on their social media account through a direct message by no later than 7 (seven) days after the date on which they were selected pursuant to the draw. The Promoter will attempt to make contact with the Provisional Winner, however, should the Provisional Winner not respond to the direct message within 2 (two) days of the Provisional Winner selection, such Provisional Winner will forfeit his/her prize and the Promoter reserves the right to select a new Provisional Winner.

The Provisional Winner will be required to provide the Promoter with any such information as may be required by the Promoter, including without limitation, their full name and surname, a certified copy of their South African identity document, their telephone number, a valid email address & physical address in order for the promoter to arrange delivery. Provisional Winners will have 24 hours from the time that they have been notified to submit to the Promoter the required details. The Promoter reserves the right, at their 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.

7. **Winner Selection & Notification:** The Promoter will assess that all Competition mechanics have been adhered to and the necessary information and documentation has been submitted 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 ("Confirmed Winners"). The Confirmed Winner will be contacted directly via a direct message on their social media account.

8. **Prize:** One year supply of Colgate Optic White Charcoal toothpaste (12 tubes).

***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 Competition, you agree to these limits and exclusions from the benefits. You also agree that if you are a recipient of a benefit from the Competition, 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 a Prize, and it is unlawful for the Promoter to award it to you (for whatever reason), the Prize will be forfeited.

9. **Payment of Prize:** The Promoter will arrange delivery of the prize with DHL - Colgate delivery partner.

10. **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.

11. **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 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.

12. **Promoter's Decision:** The decision of the Promoter in all matters is final and binding on you and no correspondence will be entered into.

13. **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.***

14. **Participant's warranties:** You represent and warrant that the information provided is true and accurate.

15. **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.***

16. **Law and jurisdiction:** 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.

17. **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.

18. **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.

19. **Availability of these rules:** A copy of these rules may be obtained by contacting the Promoter at 0860 114 146. These rules are also available at [www.colgatepalmolive.co.za](http://www.colgatepalmolive.co.za)