

**COLGATE SOUTH AFRICAN DENTAL ASSOCIATION (SADA)**  
**Dental accessories free handout and curing light draw**

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 **Dental Accessories Free Handouts and Draw ("Draw") at the South African Dental Association ("SADA") Conference**. By entering into this Draw, you agree, on behalf of yourself and any person with whom you may share any benefit with (ie dental partner or assistant) (if applicable), to be bound by these rules. If you do not agree to these rules, you must not enter into this Draw. 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 SADA Conference in Cape Town taking place from the 25th - 27th 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 - Station Draw:**
  - a. The participant must be present at the SADA Conference between the 25th - 27th of August 2023. In order to take part/be considered for the free handouts, participants are required to scan QR Codes that will be visible at the elmex & meridol stands. Once the QR Code is scanned, participants are required to share the mandatory personal information fields and questionnaire. Dental accessories will be shared with participants on a first come first serve basis and prizes will be awarded within the conference trading hours (between 8h30 - 17h00 from 25th to 27th August 2023).
  - b. Once the questionnaire is completed, participants are required to provide the promoters with evidence of the completed questionnaire. Participants will need to show promoters the survey thank you page in order to receive the dental accessory. The dental accessories are capped at a specific amount and therefore not all participants will receive a free handout.
  - c. Participants are limited to one entry each.

4. **How to enter - Curing Light Competition Winners:**
  - a. The participant must be present at the SADA Conference on Friday, 25th August 2023. In order to take part in the draw participants are required to scan QR Codes that will be visible at the elmex & meridol stands. Once the QR Code is scanned, participants are required to share the mandatory personal information fields and questionnaire between the SADA conference trading hours of 8h30 - 17h00 ("Draw Closing Date").
  - b. The 2 winners of the Curing Lights will be announced at the Trade Evening/Colgate Party which will take place on the evening of Friday, 25th August 2023 between 17h30 - 19h30 ("Draw Period").
  - c. Curing Lights will be handed out on an attendance basis, if your name is drawn and you are not present, you will unfortunately have to forfeit your curing light to the next draw winner.
  - d. Participants are limited to one entry each.

As far as the law allows, all entries are treated as being entered into the Draw at the time of receipt by the Promoter. It is your responsibility to ensure that your entry is received by us on or before the Draw Closing Date and Time indicated 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. **Draw:** All participants will be automatically entered into a draw once the mandatory personal information fields and questionnaire is completed at the SADA Conference within the Draw Period, at which draw winners will be selected on a daily basis for dental accessories and the curing light winners (2) will be selected on the evening of the 25th of August 2023 at the Trade Show/Colgate Party.

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Free Handout winners are required to be at the elmex and meridol station between the conference trading hours of 8h30 - 17h00 each day. Curing light winners are expected to be present at the Trade Show/Colgate Party to receive their prize.

6. **Free Handout Winner Selection:** The Promoter will need to have visibility of the website thank you page that confirms that respondents have completed the questionnaire. Please note that Promoters are not obligated to gift every respondent with dental accessories as the free handouts will work on a first come first serve basis.
7. **Curing Light Winner Selection:** The Promoter will have access to a secure live database that shares all respondents information. This information will then go into a randomizer to select the curing light winners.
8. **Winner Notification:** The Confirmed Winners will need to be present in order to collect their prizes.
9. **Prize:** The Prize described above will be provided by the Promoter to the winners.

The Prizes are subject to availability and the Promoter reserves the right, acting reasonably, to substitute the Prize with another of the equivalent value without giving notice. The Prize does not include any other costs or expenses relating to the Prize or the enjoyment of the Prize not expressly specified in these rules. There is no cash or other alternative to the Prize in whole or in part. The Prize is not transferable.

***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.

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 [www.colgatepalmolive.co.za](http://www.colgatepalmolive.co.za).

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 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

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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.***

17. **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.
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 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)