

‘INECTO Mother’s Day SuperBlack’ Competition Rules and Terms and Conditions

PLEASE READ THE FOLLOWING RULES BEFORE ENTERING THE ‘INECTO MOTHER’S DAY SUPERBLACK’ COMPETITION, AS THEY CONTAIN CLAUSES WHICH LIMIT YOUR RIGHTS AND THE PROMOTER’S RESPONSIBILITY:

1. These Rules apply to all participants who submit an entry (‘Entrants’) for the ‘INECTO Mother’s Day SuperBlack’ promotional Competition (‘the Competition’) conducted by Godrej South Africa (Pty) Ltd (the ‘Promoter’) in respect of its brand, INECTO Plus Hair Colour.
2. It is very important for you to understand these Rules. By entering the Competition, you agree to abide by the Rules and participate in the Competition in accordance with these Rules. If you do not understand any of these Rules, please ask a representative of the Promoter to explain it to you before you enter.
3. Certain Rules appear in bold to draw your attention to them. Please take particular notice of these Rules.

1. What is the Competition?

Answer one of the weekly Facebook questions about the shared video and stand a chance to win one of the following prizes:

- 1 of 30 Spur vouchers worth R500
- 1 of 10 Shoprite shopping vouchers worth R2 000
- Entrants will be required to vote for their favourite story and the storyteller could stand a chance to win 1 of 3 Visa card vouchers

2. Who may enter:

2.1 The Entrant will be the person who has commented on the video after viewing it on Facebook.

2.2 Entrants may only enter the Competition and be eligible for a prize if he/she:

- Is not a Director, Member, Partner, Employee, Agent or Consultant of/to the Promoter or the Godrej group of companies or any party directly or indirectly controlled by the Promoter or the Godrej Group of companies;
- Is not a supplier of goods or services in connection with the Competition;
- Is not a spouse, life partner, business partner or immediate family member of any party referred to in (2.1) or (2.2) above;
- Is not involved in the promotion of the INECTO brand;
- Is a South Africa citizen or permanent resident in South Africa; and
- Is 18 years or older (or if younger than 18 years, has the permission of a legal guardian to enter into and to bind him/her to these Competition rules).

3. How to enter:

3.1 Entrants will be required to answer a question **after watching and commenting on the shared video**. Such instructions are determined in the sole and absolute discretion of the Promoter and cannot be challenged.

3.2 In order to be eligible to win the grand prize, Entrants must “like” and comment on the video shared on **Facebook**.

- 3.3 Entrants are permitted a maximum of one entry per post. Thereafter, comments will be tallied and no further entries will be permitted.
- 3.4 Only one prize per qualifying Entrant is permitted.
- 3.5 Entries that are unclear, illegible or contain errors will be declared invalid and disqualified from participation in the Competition.
- 3.6 The Entrant's personal information provided to the Promoter will only be used for the purposes of the Competition and will not be sold or distributed to any third party for any purpose other than the Competition, without the Entrant's consent.
- 3.7 The Entrant is responsible for all costs incurred when submitting an entry.

4. Awarding of Prizes:

- 4.1 Prizes will be offered during the Competition period.
- 4.2 The prizes will consist of the following:
- 1 of 30 Spur vouchers worth R500;
 - 1 of 10 Shoprite shopping vouchers worth R2 000; and
 - 1 of 3 Visa card vouchers.
- 4.3 One qualifying Entrant will be randomly selected from the pool of entries, to win the prizes stipulated.
- 4.4 The Promoter is not and will not be responsible for any costs other than those specifically stated above. The winner will be responsible for any other costs, including any applicable taxes, incurred in respect of any prize awarded.
- 4.5 Prizes may not be substituted, exchanged or redeemed for cash and no alternatives to the prize will be offered.
- 4.6 Only qualifying Entrants who have complied with these Rules will be eligible to win the prizes. The Promoter has the right to disqualify any Entrant for non-compliance with these Rules.
- 4.7 Winners will be selected by the random number-generated computer system used by the Promoter.
- 4.8 The selection of the winners will be final and binding and no correspondence will be entered into.

5. How will winners be notified?

- 5.1 Winners will be notified as follows:
- Initially within one week of the selection having taken place, by either a post or a direct message via Facebook or Twitter, requesting a telephone number; and
 - Be officially notified telephonically within one week of the phone number being provided.
- 5.2 Winners must present proof of identity (green bar-coded ID book or valid driver's licence) and proof of the account used to enter the Competition.
- 5.3 Winners will forfeit their prizes and the Promoter has the right to select an alternative winner if:

- Within two weeks of drawing a winner, that winner cannot be successfully contacted following a reasonable attempt to do so;
 - A "reasonable attempt" will be considered to have been made if the Promoter has:
 - Requested a telephone number by either a post or direct message via Facebook and has had no response within 48 hours;
 - Telephoned and left messages (where this is possible) for the qualifying Entrant at least once on four different days; and
 - The qualifying Entrant has not returned any of the Promoter's calls or messages within 12 hours of the last call or message or if the qualifying Entrant has returned the Promoter's call, the Promoter has been unable to contact the qualifying Entrant within a further 12 hours of the qualifying Entrant's call, having tried to call at least twice in that 12-hour period.
- 5.4 Winners will be required to provide a physical address in South Africa for delivery of the prize. A courier appointed by the Promoter will deliver the prize at the chosen address. The courier is entitled to leave the prize at the specified address or with any person at that address if the Winner is not present at the address at the time of delivery.
- 5.5 The Promoter reserves the right to retract any statement in which it mistakenly notifies a qualifying Entrant that he or she is a prize winner.
- 5.6 Any person receiving a prize in error must immediately return the prize to the Promoter.

6. Limitation of liability

6.1 The Promoter accepts no responsibility for:

- **Lost entries, whatever the cause for the entry being lost;**
- **The Winner providing the Promoter with incorrect details; or**
- **Any error, omission or technical failure relating to this Competition, that may result in an entry not being successfully submitted or not being eligible for the draw.**

This means that the Promoter will not be obliged to take any steps whatsoever where the circumstances in (6.1) above apply and the Entrant may not make any claim against, or any demands from the Promoter in those circumstances. The Promoter will not be obliged to reimburse any costs, expenses or losses suffered by the Entrant.

- 6.2 It is specifically agreed that the prizes are strictly limited to the items listed in clauses 4.1 and 4.2 where applicable.

- 6.3 **The Promoter will not be responsible or liable to any Entrant, or any third party for any damages in connection with any aspect of the Competition, or the acceptance or use of any prize, including any person's negligence (except for harm or loss that is caused directly by the gross negligence or willful conduct of the Promoter). (This means that the Entrant enters the Competition at his/her own risk and the Promoter will not be responsible to the Entrant, or any other third party, for any harm, costs, loss or liability the Entrant, or a third party, may suffer as a result of entering the Competition or making use of the prizes.)**

- 6.4** This clause does not limit any person's right to claim for harm or damages suffered as a result of defective products or a lack of adequate instructions being supplied by the Promoter in relation to its own products.
- 6.5** By entering this Competition, the Entrant agrees that he/she only **stands** a chance to win, and that no prize is guaranteed.
- 6.6** All Entrants accept that as part of the Competition, the Promoter has the rights to use any comments, ideas or promotions submitted.
- 6.7** The Promoter reserves the right not to upload or to take down any comments which it deems to be inappropriate in any way, in its sole discretion.
- 6.8** The Promoter reserves the right to terminate, amend or vary this Competition and any prizes (which have not yet been subject to a draw) at any time, with no notice being deemed necessary. Any amendment to the Rules will be reflected in the Rules **published in the T&Cs**. The Entrant agrees that it will be bound by any amendment which the Promoter makes and which the Promoter places on any social platforms. The Promoter will not incur any liability in this regard.
- 6.9** This campaign is in no way sponsored, endorsed or administered by, or associated with Facebook and the participants acknowledge that they are providing information to the Promoter and its agents only and not to Facebook.
- 6.10** All entrants in this campaign release Facebook from all liabilities and claims arising out of, or in connection with this Competition and these Rules.