

PLEASE READ THE FOLLOWING RULES BEFORE ENTERING THE 'INECTO ULTRA GLOSS (#MADEOFALLTHINGSGOOD) COMPETITION, AS THEY CONTAIN CLAUSES WHICH MAY LIMIT YOUR RIGHTS AND THE PROMOTER'S RESPONSIBILITY:

- These Rules apply to all participants who submit an entry ('Entrants') for the INECTO Ultra Gloss Competition ('the Competition') conducted by Godrej South Africa (Pty) Ltd [Registration No. 2006/09711/07] (the 'Promoter') (GSA) in respect of its brand, INECTO.
- 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. You can reach us during office hours between 08h00 -17h00 on weekdays at +27 31 710 1150.
- Certain Rules appear in bold to draw your attention to them. Please take particular notice of these Rules.

## 1. What is the Competition?:

- 1.1 The INECTO Ultra Gloss #MadeofAllThingsGood competition encourages fans of INECTO to nominate a friend to become the Star of INECTO Ultra Gloss. The entrants are required to have their pictures tagged on Facebook, Instagram or Twitter by a friend using the #MadeOfAllThingsGood, and the friend must list three good qualities about the entrant.
- 1.2 Wherever the photo has been shared using #MadeOfAllThingsGood, be it on Facebook, Instagram or Twitter – the image will pull through to the INECTO 'Made of All Things Good' website – [www.incto.co.za/madeofallthingsgood](http://www.incto.co.za/madeofallthingsgood).
- 1.3 Fans and friends of the entrants will be encouraged to vote for the entrants on the website to give the entrant an opportunity to become the star of INECTO Ultra Gloss and to appear in advertising materials, including but not limited to print advertisements, digital and social media advertisements.
- 1.4 By entering the competition, the winner gives GSA permission to utilise their image in marketing materials for print and online purposes for a duration of 24 months. The winner may decline this invitation and by declining this invitation, GSA is entitled to draw another winner.
- 1.5 The winner will be selected by the Marketing Team at INECTO and the number of votes per entrant will be taken into account. The winner will however be selected at the discretion of the INECTO marketing team. An auditor will oversee the prize allocation process in order to ensure fairness and correctness. The decision on the selecting of the winner is final and no correspondence will be entered into in this regard.
- 1.6 Spot prizes include four x **Hampers to the value of R1,000**. A total of four winners will be selected during the month of March and April 2017. For the avoidance of doubt only one winner will be selected per week.
- 1.7 The competition runs from 14 February 2017 – 14 April 2017, inclusive.
- 1.8 The grand prize winner will be announced on 14<sup>th</sup> April 2017.

## 2. Who may enter?:

- 2.1 Entrants may only enter the Competition and be eligible for a prize if she:
  - 2.1.1 Is a fan of either the INECTO Hair Colour Facebook page, Instagram page and Twitter page and is following INECTO Hair Colour on either of these social media platforms;

- 2.1.2 Is not a Director, Member, Partner, Employee, Agent or Consultant of GSA and affiliate employees who work for company's within the GSA Group and their immediate family members
- 2.1.3 Is not a supplier of goods or services in connection with the Competition;
- 2.1.4 Is not involved in the promotion of the INECTO brand;
- 2.1.5 Is not a spouse, life partner, business partner or immediate family member of any party referred to in (2.3 – 2.5) above;
- 2.1.6 Is a South African citizen or permanent resident of the Republic of South Africa and possesses a valid South African ID or passport and resides in the Republic of South Africa; and
- 2.1.7 Is 18 years or older.
- 2.1.8 Has not won an INECTO competition in the last 3 months.

### **3. How to enter:**

- 3.1 Share a picture of your friend using #MadeOfAllThingsGood, tell us the three qualities that she is made of and you could make her a winner of the grand prize which is to feature in our INECTO Ultra Gloss Print Ad. The lady with the most votes will be announced as the winner on the 14<sup>th</sup> of April 2017. The voting to be done at [www.incto.co.za/madeofallthingsgood](http://www.incto.co.za/madeofallthingsgood).
- 3.2 Entrants are permitted a maximum of one entry per post. Thereafter, comments will be tallied and no further entries will be permitted.
- 3.3 Only one prize per qualifying entrant is permitted.
- 3.4 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.
- 3.5 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:
  - 4.2.1 4 x R1 000 Gift Hampers to the value of R1,000.
  - 4.2.2 Grand Prize is to be featured in INECTO Ultra Gloss advertising campaign, including possible Print and digital advertising materials and all costs associated with the production of the advertising, excluding travel expenses. The winner may decline this invitation and by declining this invitation, GSA is entitled to draw another winner.
  - 4.2.3 The qualifying entrants will be selected based on their number of votes and the criteria prescribed by the INECTO Marketing team.
  - 4.2.4 The Promoter is not and will not be responsible for any costs associated in entering the competition or claiming the prize(s). The winner will be responsible for any other costs, including any applicable taxes, incurred in respect of any prize awarded.
  - 4.2.5 Prizes may not be substituted, exchanged or redeemed for cash and no alternatives to the prize will be offered.
  - 4.2.6 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.
  - 4.2.7 An auditor will oversee the prize allocation process in order to ensure fairness and correctness.
  - 4.2.8 The judge's decision is final and selection of the winners will be final and binding.

## 5. How will winners be notified?:

- 5.1 Winners will be notified as follows:
- 5.2 Initially within one week of the selection having taken place, by either a post or a direct message via Facebook/Instagram/Twitter, requesting a telephone number, email address and physical address; or
- 5.3 Be officially notified telephonically within one week of the phone number being provided.
- 5.4 Winners must present proof of identity (green bar-coded ID or passport) and **proof** of the account used to enter the Competition.
- 5.5 Winners will forfeit their prizes and the Promoter has the right to select an alternative winner if:
  - 5.5.1 Within two weeks of drawing a winner, the winner(s) cannot be successfully contacted following a reasonable attempt to do so;
  - 5.5.2 A "reasonable attempt" will be considered to have been made if the Promoter has:
    - 5.5.3 Requested a telephone number by either a post or direct message via Facebook and has had no response within 48 hours;
    - 5.5.4 Telephoned and left messages (where this is possible) for the qualifying entrant at least once on four different days; or
    - 5.5.5 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.
- 5.6 Winners will be required to provide a physical address in the Republic of 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. **This person should produce identification upon collection of the prize.**
- 5.7 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.
- 5.8 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:
  - 6.1.1 The winner providing the Promoter with incorrect details; or
  - 6.1.2 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 (6.1.1) 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.
  - 6.1.3 It is specifically agreed that the prizes are strictly limited to the items listed in clause 4.2.
  - 6.1.4 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 wilful 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.)

- 6.1.5 The promoter will not be liable for any harm or damages suffered as a result of defective products or prizes to the competition.
- 6.1.6 By entering this Competition, the entrant agrees that he/she only stands a chance to win, and that no prize is guaranteed.
- 6.1.7 All entrants accept that as part of the Competition, the Promoter has the rights to use any comments, ideas or promotions submitted.
- 6.1.8 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.
- 6.1.9 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.
- 6.1.10 This campaign is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter and the participants acknowledge that they are providing information to the Promoter and its agents only and not to Facebook, Instagram or Twitter.
- 6.1.11 All entrants in this campaign release Facebook, Instagram and Twitter from all liabilities and claims arising out of, or in connection with this Competition and these Rules.
- 6.1.12 The promoter reserves the right to cancel the competition(s) at any time and is not liable to provide any notice thereof.