

GENERAL TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING RULES BEFORE ENTERING THE INECTO COLOUR GIRL COMPEITION, AS THEY CONTAIN CLAUSES THAT MAY LIMIT YOUR RIGHTS AND THE PROMOTER'S RESPONSIBILITY.

1. Introduction

- Participation in this Competition is governed by these Terms and Conditions ("Competition Rules").
- These Competition Rules apply to any participants who submits an entry ('Participants') in respect of the Competition ('the Competition') conducted by Subinite (Pty) Limited [Registration No. 2010/018925/07] (the 'Promoter') with business address at 680 Joseph Lister Street, Constantia Kloof, Roodepoort 1709.
- Participants are encouraged to review the Competition Rules before entering the Competition and acknowledge that they have been given an opportunity to do so and that they understand and accept the Competition Rules.
- Participation in the Competition constitutes acceptance of these Competition Rules and Participants agree to abide by these Competition Rules.

2. What is the Competition?

- To participate in the Competition, the Participants must purchase any INECTO Hair dye product and have used it to colour natural hair.
- The Competition closes on 30 May 2019. No entries received after the closing date will be considered.

3. Who may enter?

To enter this Competition, the Participants must adhere to the following, he /she must:

- Be 18 years or older;
- Be a South African or permanent resident of the Republic of South Africa and possess a valid South African ID and passport (that will remain valid for a period of 6 months after travel) and resides in the Republic of South Africa, which documents must produced when required;
- Not be a Director, Member, Partner, Employee, Agent or Consultant of the Promotor;
- Not be a supplier of goods or services in connection with the Competition;
- Not be involved in the promotion of the INECTO brand;

- Not be a spouse, life partner, business partner, affiliate or immediate family member of any party referred to above; and
- Not have won any INECTO competition in the last 3 months.
- Winners will be selected based on the number of votes they get for their image and the top 3 will win the competition.

4. How to enter?

- To enter the competition, the Participants must purchase any INECTO Hair dye product and have used it to colour their natural hair and upload on the following:
 - The website, <https://www.inecto.co.za/inecto-colour-girl/>
 - Direct Message (DM) it on Facebook or Instagram; or
 - via WhatsApp at +27 (0) 60 995 5423.
- The participant must keep their till slip as **proof of purchase**.
- Voting for all entrants closes 7th June 2019.
- The entrance must be an original submission (based on the entry criteria), be created solely by the entrant, and over which the entrant has all necessary rights, title and interest, including copyright.
- The Entry must not infringe upon the intellectual property rights, copyright or defame or invade the publicity rights, of any third parties, living or deceased and/or any brand. Not use the brand names, trade names, or trademarks of any third parties.
- Participant must have a valid ad public Facebook, Twitter or Instagram account and Like and Follow the official Inecto South Africa social media pages;
- The participant social media pages must be suitable for family audiences and for display and publication on national television, and social media channels in the sole discretion of the Promoter. Without limitation, Entries shall not contain or describe any content that is or contains: the promotion of unlawful behaviour, political in nature, profanity, nudity, explicit sexuality, harmful, threatening, abusive, racist, harassing, tortious, defamatory, vulgar, obscene, libellous, or is hateful, discriminatory or otherwise offensive or objectionable.
- The Participant'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.
- The Promoter reserves the right to use entries (at its sole discretion) to create further marketing material and share these on any media platforms that it so chooses to, and entrants acknowledge that she and/or any third parties portrayed in the entry images/videos/challenges will not be entitled to receive any payment, title or rights over the creation, or idea used.

5. Awarding of Prizes:

- The Participants in this Competition stand a chance to win the following prize:
- An all-expense paid trip to DUBAI to the value of R40 000 this will cover the following expenses
 - Return tickets to and from Dubai;
 - Hotel costs (except for any additional expenses incurred during stay e.g. room service costs; telephone costs; laundry costs and any other expenses that are incurred in addition to the room costs;
 - Transfers to and from the hotel;
 - A R10 000,00 voucher to be used during the trip to use toward shopping in Dubai only.
- The Promoter is not and will not be responsible for any costs associated with entering the Competition or claiming the prize. The winner will be responsible for any applicable taxes (except airline/airport Taxes; fuel surcharge, & ACSA regulatory charges) incurred in respect of any prize awarded.
- Prizes may not be substituted, exchanged or redeemed for cash and no alternatives to the prize will be offered.
- Only qualifying Participants who have complied with these Competition Rules will be eligible to win the prize.
- The Promoter has the right to disqualify any Participant for non-compliance with these Rules.
- The judge's decision is final, and selection of the winner will be final and binding.

6. How will winners be notified?

Winners will be notified as follows:

- At the time that a potential prize winner is identified, the potential prize winner will receive a telephone call from a representative of the Promoters at which point he/she may be required to answer a few questions regarding his/her eligibility as well as be requested to submit certain documents such as proof of purchase (receipts) and a copy of his/her valid ID and valid Passport to the Promoter's representative.
 - Winners will forfeit their prizes and the Promoter has the right to select an alternative winner if:
- Within two weeks of announcing the winner, the winner(s) 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:
 - Telephoned and left messages (where this is possible) for the qualifying Participants at least once on four different days; or
 - The qualifying Participant has not returned any of the Promoter's calls or messages within 12 hours of the last call or message or if the qualifying Participant has returned the Promoter's call, the Promoter has been unable to contact the qualifying Participant within a further 12 hours of the qualifying Participant's call, having tried to call at least twice in that 12-hour period.
- Where applicable, 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 Promoter will not be held liable for any delays in the delivery of the prize. 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.**
 - The Promoter reserves the right to retract any statement in which it mistakenly notifies a qualifying Participant that he or she is a prize winner.
 - Any person receiving a prize in error must immediately return the prize to the Promoter.

7. General

The Promoter accepts no responsibility for:

- 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. The Promoter will not be obliged to reimburse any costs, expenses or losses suffered by the Participant.
- It is specifically agreed that the prize is strictly limited to the items listed in item 5.
- The Promoter will not be responsible or liable to any Participants, 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 Participant enters the Competition at his/her own risk and the Promoter will not be responsible to the Participant, or any other third party, for any harm, costs, loss or liability the Participant, or a third party, may suffer as a result of entering the Competition or making use of the prizes.)
- The promoter will not be liable for any harm or damages suffered as a result of defective products or prizes to the competition.

- By entering this Competition, the Participant agrees that he/she only stands a chance to win, and that no prize is guaranteed.
- The Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants shall always be entitled to decline the above request. Participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the Promoters.
- By entering the Competition, the Participants acknowledge that the Competition will be managed in accordance with the provisions of the CPA. The Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required to facilitate handing over the prize to the Participant. Should any Participant refuse or be unable to comply with this requirement, the participant shall be deemed to have forfeited the prize.
- 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 Competition Rules will be reflected in the Rules published in the T&Cs. The Participant 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.
- The promoter reserves the right to cancel the Competition at any time and is not liable to provide any notice thereof.
- For further information or enquiries please contact our offices at 031 710 1150 during business hours.