

TERMS AND CONDITIONS:

Inecto "Colours of Summer" Competition

Subinite (Pty) Ltd ("Subinite") is running the Inecto "Colours of Summer" Competition (the "Competition") where customers stand a chance of winning their share of R100 000 (one hundred thousand Rand) in cash or one of three (3) Volkswagen Polo Vivo 1.4 Trendlines each to the value of R181 800 (one hundred and eighty one thousand Rand), inclusive of VAT.

All participants during the term of the Competition agree to be bound by the following Terms and Conditions:

Duration

1. The Competition is open to all natural persons, 18 years and older, who purchase an Inecto product from 09h00 on 21 October 2019 to 17h00 on 31 December 2019 (the "End Date").
2. The duration of the Competition may be extended or curtailed at the discretion of Subinite.

Prizes

3. **Ten (10) lucky entrants** stand a chance of each winning their share of R100 000 (one hundred thousand Rand) in cash, and three (3) lucky entrants stand a chance to win a white Volkswagen Polo Vivo 1.4 Trendlines each to the value of R181 800 (one hundred and eighty one thousand Rand), inclusive of VAT, when purchasing an Inecto product during the Competition period.

Eligibility

4. The purchase of any Inecto product during the Competition period entitles a participant to enter the Competition.
5. Only entries received during the Competition period as stipulated in clause 1 above will qualify as potential winners.
6. The Competition is only open to natural persons, at least 18 years and older.
7. Employees, directors and agents of Subinite, their immediate families, life partners, business partners and associates and any person directly involved with the sponsoring, devising, production, management or marketing of this Competition are not eligible to participate in this Competition.
8. Participants must reside in South Africa and be in possession of a valid South African identity document or permanent residence permit or temporary residence permit valid for a period exceeding 3 (three) months for the Republic of South Africa and valid at the End Date. In addition, -

- 8.1. In order to stand a chance to win a share of the R100 000 (one hundred thousand Rand) in cash, qualifying participants must have a valid bank account with a South African Bank.
 - 8.2. In order to qualify to stand a chance to win one of the three (3) Volkswagen Polo Vivo 1.4 Trendlines, qualifying participants must be in possession of a valid South African driver's licence.
9. No person may on behalf of a third party enter the Competition. All entries must be made personally by a participant.

Valid Entry

10. The purchase of an Inecto product during the Competition period is not an automatic entry into the Competition.
11. In order to stand a chance of winning in the Competition, qualifying entrants must -
 - 11.1. purchase an Inecto product during the Competition period;
 - 11.2. SMS "INECTO SUMMER" [and the barcode on the Inecto product purchased](#) to 37846 to enter the Competition;
 - 11.3. qualifying entrants will be required to submit a valid till slip as proof of purchasing an Inecto product with the relevant barcode used for the entry.
12. Participants are allowed to enter as many times as they like, provided a unique till slip reflecting the purchase of one or more Inecto product is used for each entry, i.e. only 1 (one) entry per till slip regardless of the number of Inecto products purchased, will be allowed.
13. There are no additional charges for participating in the Competition apart from the standard data costs for the SMS entry, as explained in clause 11 above. Standard data costs apply as per the user's Service Provider and existing price plan for data usage.
14. Subinite shall not be liable for any costs incurred by the winners for entering the Competition or in claiming any prizes, where applicable.
15. Subinite is not liable for failure of any technical elements relating to the Competition that may result in an entry not being successfully submitted. Responsibility is therefore not accepted for entries that are lost, corrupted or delayed as a result of any network, hardware or software failure of any kind. Proof of submitting entry will not be accepted as proof of receipt.

16. Data transfer speeds are not guaranteed and are dependent on network availability and utilisation.

Prize draw

17. The winners will be randomly selected on or after the End Date from all eligible entries who meet all the requirements set out in these Terms and Conditions. The verified winners will be notified on or about 6 January 2020 after he / she has been selected and verified as a winner.
18. An independent auditor will be appointed to conduct the draw of the winners

Winner Validation

19. All the information provided or related to this Competition shall be managed, captured and approved by Subinite.
20. Subinite will share personal details of the respective winners, such as name and contact number with a Subinite approved third party agency, [Ultimate Brand Experience](#), who will notify the respective winners that they have won in the Competition, and you hereby agree to such disclosure as is necessary to effect prize fulfilment.
21. Subinite [and / or Ultimate Brand Experience](#) will use reasonable efforts to contact the winners via SMS on the contact details provided by the participants to participate in the Competition.
22. Subinite [and / or Ultimate Brand Experience](#) shall attempt to contact the winners for a period of 2 (two) normal working week days after their names have been drawn and verified as winners. The winners will be contacted during normal working hours, between 8 (eight) in the morning and 5 (five) in the afternoon. Winners will be advised of arrangements in respect of prizes at the time of contacting the selected winners.
23. Should a participant not be available on the contact details provided during the timeframe stipulated above or rejects, forfeits or declines acceptance of the prize, that person's right to the prize will be deemed to have been waived and the prize will be forfeited. Subinite reserves the right to then award the prize to the next randomly drawn participant.
24. The cash winners will be required to provide Subinite [and / or Ultimate Brand Exp](#) with their banking details within a period of 2 (two) normal working weekdays after they have been contacted.
25. The claim for any prize will be subject to security and validation, and Subinite reserves the right to withhold any prize until it is satisfied that the claim by a particular winner is valid. The selected winners must be able to identify themselves, in a manner determined by Subinite, as the qualifying entrants to the Competition and have to comply with the required validation procedure, determined by Subinite, in order to claim any prizes, failing which such winner will forfeit the prize and the prize will be awarded to the next selected qualifying entrant.

26. Notwithstanding the fact that the prizes vest in the winners immediately upon the determination of the results, in the event that the required documentation from a particular winner has not been received at the agreed cut-off date communicated to the winner, or no effort is made on the part of any of the winners to make special arrangements to meet the deadline set by Subinite, such prize will be forfeited. Subinite then reserves the right to award the prize to the finalist that is next in line.
27. The winners' name and location will be displayed on (please insert URL, e.g. www.godrej.co.za/competition_winners) after a period of 2 (two) working days subsequent to notification of the winners.
28. Subinite shall request the winners' consent in writing to their image and/or likeness being used and published by Subinite in connection with the Competition for a period of 12 (twelve) months after they have been announced as winners. The winners may decline the use of their image and/or likeness by Subinite.

Prize Delivery

29. All cash prizes will be paid into the chosen bank account of the winner. It will be the responsibility of the winner to provide all documentation required to transfer the cash prize into a South African bank account. The prize money will be paid within 3 weeks of winner(s) announcements and subject to standard interbank transfer timelines if applicable and providing all documentation requirements are met. Subinite shall not be liable for any delays in payment for reasons beyond Subinite's control or for unforeseen circumstances. . It is the winner's responsibility to ensure that any information he/she provides to Subinite in connection with the competition is accurate, complete and up to date. Subinite shall not be responsible for any inaccurate information shared by the winner and relied upon by Subinite.
30. The cash prize cannot be awarded to any person other than a winner. If you selected and verified as a winner, a copy of your South African identity document will be required as proof that you are in fact the winner whose name was drawn. Bank account details in the name of the winner must be provided to electronically transfer the money into a South African bank account. The winner must provide a bank confirmation letter confirming the banking details of the winner.
31. In order to effect arrangements required for the prize fulfilment in respect of the Volkswagen Polo Vivo 1.4 Trendlines prizes in terms of this Competition, Subinite will share personal details of the respective winners, such as name and surname, contact number and physical address, with a Subinite approved third agency, [Ultimate Brand Exp](#), for delivery arrangements, and you hereby agree to such disclosure as is necessary to effect prize fulfilment.
32. No prize is transferable or exchangeable and may not be redeemed for cash.

- 33. If a winner cannot accept a prize for any reason whatsoever, the prize will be awarded to the next selected entrant.
- 34. All risks and ownership of the prizes shall pass to the winners on transfer/delivery thereof and hence all of Subinite's obligations in regard to the Competition as well as in regard to the prizes shall terminate.

Personal information

- 35. User data collected via the Competition will not be used for any other purpose than for execution of the Competition.
- 36. User data collected via entry for this Competition will be stored for as long as it is legally required to and in accordance with Subinite's Privacy Policy, <http://www.godrej.co.za/godrej/terms/privacy-policy>.

General

- 37. Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the participant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 38. The judges' decision on any aspect of the Competition including the allocation of the prizes will be final and binding and no correspondence will be entered into.
- 39. In the event of a dispute in regard to any aspect of the Competition and/or the Terms and Conditions, Subinite's decision will be final and binding and no correspondence will be entered into.
- 40. Subinite may refuse to award a prize if entry procedures or these Terms and Conditions have not been adhered to or if it detects any irregularities or fraudulent practices. Subinite is entitled in its entire discretion to reject any participant for any reason and will not be obliged to notify participants that they are rejected.
- 41. Subinite and/or any other person or party associated with the Competition, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competition, shall not be liable whatsoever for any loss or damage incurred or suffered (including but not limited to direct or indirect or consequential loss), death or personal injury suffered or sustained arising from either participation in the Competition or from claiming the prize.
- 42. Subinite is not liable for any technical failures affecting participation and / or prize redemption process of the Competition. In addition, neither Subinite nor its agents shall be responsible for any loss or misdirected entries, including entries that were not received due to any failure of

hardware, software, or other computer or technical systems affecting participating in and/or the prize redemption process of the Competition.

- 43. Subinite, its directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties, guarantees or undertakings given by any person other than Subinite itself.
- 44. If Subinite is required by law to alter or cancel any aspect of the Competition or to terminate it as a result of changes in legislation, or for any reason whatsoever, it will have the right to terminate the Competition being offered, with immediate effect and without notice. In such event all entrants hereby waive any rights which they may have against Subinite and its associated companies, agents, contractors and/or sponsors.
- 45. All information relating to the Competition which is published on any marketing material will form part of these Terms and Conditions. In the event of any conflict between such marketing material and these Terms and Conditions, these Terms and Conditions shall prevail.