

TERMS & CONDITIONS OF COMPETITION

1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. **"Competition"** means the Lil-Lets/Dove Soulstice Competition organised and placed by the Promoter at participating stores, open to all people residing in Namibia. The win kits comprise of the following competitions
- 1.2. **"Competition Period"** means start date 15th December 2020 and end date 31st January 2021 as per the competition poster ending at 23h59 of the closing date.
- 1.3. **"Participant"** means a person who enters the Competition.
- 1.4. **"Promoter"** means Premier FMCG (Proprietary) Limited (Registration Number: 1968/002379/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
- 1.5. **"Participating stores"** means selected retailers of the goods in the Republic of Namibia which has been approved by the Promoter to participate and host the competition; and
- 1.6. **"Prize"** means one N\$2000.00 Soulstice Spa voucher (1)
 - 1.6.1. **The Voucher is only redeemable at Soulstice Spa in Windhoek.**
 - 1.6.2. **Vouchers expires within 6 months after issue.**

2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.

3. Entry Requirements

- 3.1. In order to be eligible for Participation in this Competition an entrant must:
 - 3.1.1. Be a Namibian citizen or permanent resident over the age of 18 (eighteen) years.
 - 3.1.2. Successfully enter the Competition in accordance with the entry mechanism set out in clause 3.3,
 - 3.1.3. Agree to permit the Promoter to collect his/her personal information for the purpose of the Competition and the Promoter's product marketing and development.
 - 3.1.4. Undertake to abide by these Rules.
- 3.2. Participants may only enter this Competition instore by placing their till slip into a valid Lil-Lets/Dove branded entry competition box provided in participating store/s
- 3.3. To enter the Competition, Participants must:
 - 3.3.1. Buy two (2) Lil-Lets or Dove Products or a combination of the two brands.
 - 3.3.2. Write their details on the till slip, and place the till slip into the entry box provided in the participating store/s
 - 3.3.3. Details on entry provided must include the Participants information – full name, surname and contact number
- 3.4. Entries received through any medium other than as stipulated in clause 3.2 shall not be considered
- 3.5. Only entries received within the Competition Period will be considered, as set out in the promotional material in the participating store. The Competition closes on the closing date and no other entries thereafter shall be considered.

4. Award Terms

- 4.1. The winner of the Competition will be chosen by a **random draw**.
- 4.2. The competition draw will take place within 5 (five) working days of the Closing Date. The winner will be notified by telephone within 5 (five) working days of the draw and delivery of the Prize/s won will be arranged within 14 (fourteen) working days of the draw date
- 4.3. The Prize is not transferable or redeemable for cash

- 4.4. In the event that a Prize winner cannot be successfully contacted within 24 hours of the draw date or is unable, for any reason whatsoever, to accept the prize, a replacement winner will be randomly drawn from the remaining qualifying participants in the draw in accordance with the same process and procedures as applicable to the original draw.

5. Use of Personal Information

- 5.1. Personal information is information relating to a Participant. Personal information includes a Participant's identity number, passport number and contact details.
- 5.2. By entering this Competition, a Participant agrees that the Promoter may use his/her personal information in connection with the Competition.
- 5.3. As far as the law allows, each Participant agrees and gives the Promoter permission to collect, get, receive, record, organise, collate, store, update, use and share all of his/her personal information for all purposes relating to the Competition.
- 5.4. A Participant may ask the Promote at any time before the Closing Date to correct or confirm any personal information if it is wrong or out of date.
- 5.5. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Competition. The Promoters will not use any Participant's personal information in any way which breaks the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.
- 5.6. By entry in this competition, all Participants consent to having their data captured on the Promoters' system. The Participant agrees that any video or photographs taken of them in relation to this Competition become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the media footage.
- 5.7. The Promoter and/or Participating Store/s will not use any Participant's personal information in any way which breaks the law and Premier undertakes to keep all personal information of Participants secure and for as long as the law requires
- 5.8. The Prize is not transferable or redeemable for cash.

6. Warranties and Indemnities

- 6.1. **The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and the Participants hereby indemnify and hold the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Competition.**
- 6.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

7. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

8. General

- 8.1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on **the Premier FMCG corporate website: <https://www.premierfmcg.com/>**
- 8.2. The Competition is not open to any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated

TERMS & CONDITIONS OF COMPETITION

to the Promoter.

- 8.3. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 8.4. In the event of a dispute regarding a winner chosen in accordance with 4.1 above, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
- 8.5. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.
- 8.6. All enquiries regarding the Competition should be sent to the Promoter at customer care@premierfmcg.com or 0860 1223000.