## **CLERE WOW YOURSELF! WINTER CAMPAIGN TERMS & CONDITIONS**

- 1. The promoter is Amka Products (Pty) Ltd ("the Promoter").
- 2. The promotional competition is open to all South African residents of 18 (eighteen) years and older, residing in South Africa, aged 18 years and older, and who are in possession of a valid South African identity document and a South African bank account. Any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members may not enter or participate in the Competition and will automatically be disqualified upon entry.
- 3. This competition is exclusive to the Republic of South Africa.
- 4. This promotional competition is open from 1 April 2024 and ends at 12am (midnight) on 31 July 2024. Any entries received after the closing date will not be considered.
- 5. You cannot enter the competition if you have won a prize from Clere within the past 12 months i.e. 12 months prior to 1 April 2024.
- 6. The competition applies only to the purchase of the following participating brands from a participating merchant:
  - 6.1 Clere (Body Lotions, Body Crèmes, Petroleum Jelly, Glycerine and Gly-Co-Oil)
  - 6.2 Clere Radiance (Body Lotions, Body Crèmes and Face Care)
  - 6.3 Clere Beautiful (Body Lotions and Body Crèmes)
  - 6.4 Clere for Men (Body Lotions, Body Crèmes and Roll-Ons)
- 7. To enter, participants will be required to:
  - 7.1 Purchase any promotional pack with a promotional sticker (containing a promotional code on the back); and
  - 7.2 Dial the
    - 7.2.1 USSD string \*120\*10101# to enter and follow the prompts. Standard USSD rates apply 20 cents per 20 seconds.OR
    - 7.2.2 WhatsApp their promotional code, which appears on the back of the promotional sticker, to 087 240 5313 and follow the prompts. Personal WhatsApp data costs may apply.
  - 7.3 Entries are limited to five (5) per cell phone number and five (5) per person per month.
- 8. Participants must keep their till slip as proof of purchase.
- 9. It is the entrant's responsibility to ensure that any information which is provided to the Promoter is accurate, complete and up to date.
- 10. The prizes are:
  - 10.1 A spin on the digital wheel for one of the following daily cash prizes:
    - 10.1.1 Sixty-four (64) prizes of R1 000 cash each

- 10.1.2 Twelve (12) prizes of R2 000 cash each
- 10.1.3 Twelve (12) prizes of R3 000 cash each
- 10.1.4 Four (4) prizes of R4 000 cash each
- 10.1.5 Four (4) prizes of R5 000 cash each
- 10.1.6 Four (4) prizes of R10 000 cash eachWinners could also win bonus entries and/or bonus spins. A total value of R200 000 will be awarded in daily cash prizes.
- 10.2 Entrants who join the Clere Club during the competition period as stipulated in clause 4, will receive an extra entry into the grand-prize draw. To join the Clere Club, entrants must complete the Clere Club information form on the official Clere website, using the link that they will receive during the entry process.
- 10.3 One (1) of four (4) grand prizes of up to R25 000 each, totalling up to R100 000 in grand-prize value.
- 11. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
- 12. Winners will be notified and verified telephonically on the cellular number used to enter the competition. Each entrant is obliged to enter the competition using a phone number that is owned by and registered to that entrant. No person can use another person's phone number for competition entry purposes. This is to avoid fraud and possible litigation between the phone owner and the entrant.
- 13. The Promotor reserves the right to disqualify a winner if he or she cannot be reached telephonically after three (3) attempts or in circumstances where a winner has been contacted but is not willing to provide or has not provided the requested information within 48 hours of having been notified that they are a winner. In such instances, a winner will forfeit their prize and a new winner will be selected. If the new winner cannot be reached and/or is not willing to provide or does not provide the requested information within 48 hours of having been notified that they are a winner, the prize will be forfeited and no further winners shall be selected.
- 14. The winners of the prizes set out under clauses 10.1.1 to 10.1.6 above, will be verified within 72 hours of the relevant win. These prizes will be fulfilled within 15 (fifteen) working days of verification. Note: Winners have to submit their details within 48 hours.
- 15. The grand prize winners will be drawn randomly at the end of the competition and the prizes will be awarded once the competition has closed. Entrants who win the prizes set out under clauses 10.1.1 to 10.1.6, are still eligible to win a grand prize.
- 16. The winners of the grand prizes will be contacted by 15 August 2024.
- 17. The grand prize winners will have 48 hours from the date on which the organisers have contacted them to submit their identification and bank account documents to claim their prize. The Grand Prize winners will be invited to attend the Grand Prize Spin & Win Event which will be held on 6 September 2024 where each winner will be required to spin a physical wheel to win a prize of up to R25 000 cash each. The grand prizes will be fulfilled by 9 September 2024.
- 18. The winners may be announced in the media by 30 September 2024.
- 19. A copy of these rules can be found on the following website <a href="www.termsconditions.co.za">www.termsconditions.co.za</a> throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone

number 0860 002 652. For further information, please contact the Amka Products (Pty) Ltd Consumer Care Line on 0860 002 652 or the Clere WhatsApp number on 010 288 0688. Alternatively, visit www.clere.co.za.

- 20. With an entrant's consent, the Promoter and/or its agents may publish their photo and/or details in the media without payment or compensation.
- 21. By participating in this competition and in accordance with the Protection of Personal Information Act No. 4 of 2013, you consent to (i) the processing of your personal information by the Promoter, any of their operators, commercial partners, agents and subcontractors (who may be outside South Africa) on the condition that they will keep such information confidential; (ii) the collection of your personal information from any other source to supplement the personal information which the Promoter has about you; (iii) the retention of your personal information for as long as permitted for legal, regulatory, fraud prevention and marketing purposes, only for the purposes of this competition.
- 22. The Promoter will not be held liable for any entrant that provides incomplete or incorrect details.
- 23. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
- 24. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
- 25. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 26. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 25. NOTE: Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
- 27. The prizes are not transferrable.
- 28. The Promoter reserves the right, at any time and at its sole discretion, to vary, suspend, postpone, withdraw or amend this competition, including prizes or any aspect thereof, for any reasons whatsoever, including in the event of any unforeseen circumstances or factors beyond its control and without notice.
- 29. By entering the competition and/or accepting the prize, entrants and winners hereby unconditionally and irrevocably indemnify and holds harmless the Promoter, the organisers, their directors, employees, agents, suppliers and contractors from and against any actions, claims and/or liability for injury, loss or damage of any kind resulting in whole or in part, directly or indirectly from participation in the competition, acceptance of the prize, the use of any prize awarded and/or participation (or non-participation) in a prize-related activity, and/or attending a ceremonial prize handover, and

- acknowledge that the Promoter shall not be liable for any of the aforementioned liability for injury, loss or damage of any kind, save in the event of the Promoter's gross negligence or wilful intent. This indemnity does not apply to any Clere goods purchased by any entrants or winners.
- 30. Except as provided for in the Consumer Protection Act No. 68 of 2008 South Africa ("CPA"), the judges' decision on all matters arising out of the competition will be final and binding, and no correspondence will be entered into.
- 31. Should any dispute arise in relation to the interpretation of these Competition terms and conditions, the Promoter's decision shall be final and no correspondence will be entered into.
- 32. All provisions of these terms and conditions shall be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA and these terms and conditions must be interpreted and applied accordingly.
- 33. By entering the competition in accordance with its terms, you are entering a promotional competition for the purposes of the CPA and the promotional competition will be conducted in accordance with same. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the Promoter to comply with its obligations under the CPA.
- 34. All information relating to this competition and published on any promotional material shall form part of the terms and conditions of entry.
- 35. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
- 36. These terms and conditions constitute a legally binding agreement made between you and the Promoter.
- 37. By entering the competition, entrants agree to abide by these terms and conditions.
- 38. The competition shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 39. All information on the website, digital channels and till slip is provided by Shoprite Checkers (Pty) Ltd, or is licensed from various license holders. You may only use this information to assist in learning more about any particular product or service. You may not store, reuse or utilise this information for any commercial purpose.
- 40. You may not use any form of automated search or download technology to access this site without our prior written consent.
- 41. By accepting the terms and condition as set out herein, you confirm that you are aware of the information that is being collected by us and that this information will be solely processed for the purposes of this promotion. Your privacy is important to us, for more information on how we process and secure your personal information; please see our <u>data privacy statement</u>.
- 42. This promotion 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.

43. All entrants in this Competition release Facebook from all liabilities and claims arising out connection with this competition and these terms and conditions.	of or in