

## EARTHLY TOOTHPASTE TERMS & CONDITIONS

1. The promoter is Earthly DVZ Holdings (Pty) Ltd. ("the Promoter").
2. The promotional competition is open to all South African residents and who are in possession of a valid identity document, passport, or document of proof of South African residency. 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. Any participant under the age of 18 years must be fully assisted by his/her guardian, who approves of and consents to the participant's participation in the competition and the participant's receipt/possession of the prize.
4. This promotional competition is open from 06 June 2022 and ends at 12am (midnight) on 31 July 2022. Any entries received after the closing date will not be considered.
5. To enter, participants will be required to:

5.1 Buy any Earthly Toothpaste product from selected Western Cape Checkers stores in South Africa,

<b>Western Cape Stores:</b>
CH BIG BAY
CH BREDASDORP
CH CENTURY CITY
CH COBBLE WALK
CH DE GRENDDEL
CH DURBANVILLE
CH GORDONS BAY
CH KLOOF STREET
CH MEADOWRIDGE
CH MUIZENBERG
CH OKAVANGO CROSSING
CH PAARL NORTH
CH PROTEA HEIGHTS
CH RONDEBOSCH
CH SEA POINT
CH SOMERSET WEST
CH STELLENBOSCH
CH VAN DER LINGEN
CH VERGELEGEN PLEIN
CH VREDENDAL (M) (M)
CH WELGELEE PLEIN
CH WHALE COAST MALL
CH WILLOW VILLAGE
CH ZEVENWACHT
CX CONSTANTIA
CX DRAKENSTEIN SENTRUM
CX HERMANUS

CX SITARI
CH HY PARKLANDS
CH HY SOMERSET WEST (HELDERBERG MALL)
CH HY SUNVALLEY

5.2 Take a selfie with the product,

5.3 Upload your photo to Facebook or Instagram and tag @earthlytoothpaste,  
#earthlytoothpaste,

6. Participants must keep their till slip as proof of purchase.
7. Participants must remember to follow and subscribe to the Earthly Toothpaste social media Pages where the weekly winners will be announced. The Promoter reserves the right to select another winner in terms of the rules.
8. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase and unique uploaded photo.
9. The prize is a share of Checkers vouchers with a total value of R60 000 (Sixty Thousand Rand). 5 (Five) weekly winners will stand a chance to win Checkers vouchers with R1500 (One Thousand Five Hundred Rand) each.
10. Any prize not taken up for any reason within two weeks of notification will be forfeited.
11. Expiry dates can be found on the actual voucher.
12. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
13. Winners will be selected by means of a random draw every Friday 12pm and will be notified on the Earthly Toothpaste Social Media pages as well as Facebook Messenger where the winner will be required to verify their details and purchase. The Promoter (or their agent) will endeavor to contact the prize winner once every day for 5 (Five) consecutive working days after their name is drawn. If the prize winner cannot be contacted during this period, the prize will be forfeited, and another winner will be selected in accordance with the rules.
14. A copy of these rules can be found on the following website [www.earthlytoothpaste.com](http://www.earthlytoothpaste.com) throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 087 135 4845.
15. The Promoter reserves the right to name winners publicly and any other place where the Promoter deems fit. By entering the competition, prize winners agree to the publication of their name by the Promoter.
16. Failure to claim the prize or a refusal or inability to comply herewith these requirements within 2 months will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.

17. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.
18. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
19. 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.
20. 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.
21. 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.
22. No applications from agents, third parties, organized 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.
23. The prize is not exchangeable for cash and is not transferrable.
24. The Promoter reserves the right to use the images taken of the winner for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However, the winner has the right to object to these images being used by written notification to the Promoter at [info@earthlycorporate.com](mailto:info@earthlycorporate.com) Att : Legal Department.
25. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.
26. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
27. Neither the Promoter, its agents, its associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.
28. The judges' decision is final and no correspondence will be entered into.

29. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
30. 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.
31. You may not use any form of automated search or download technology to access this site without our prior written consent.
32. 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.
33. Your privacy is important to us, for more information on how we process and secure your personal information; please see our [data privacy statement](#).
34. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and/or Instagram and the participants acknowledge that they are providing information to the Promoter and its agents only and not to Facebook and/or Instagram.
35. All entrants in this Competition release Facebook and/or Instagram from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.
36. This promotion is in no way sponsored, endorsed or administered by, or associated with Telkom, MTN, Vodacom and Cell C and the participants acknowledge that they are providing information to the Promoter and its agents only and not to telephone networks.
37. All entrants in this Competition release Telkom, MTN, Vodacom and Cell C from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.