PROMOTER NAME AND ADDRESS: Colgate-Palmolive Proprietary Limited

Registration number 1929/001620/07 528 Commissioner Street Boksburg, 1460

COMPETITION START DATE: 00h01 SAST on 28 July 2025

COMPETITION CLOSING DATE: 12h00 SAST on 14 September 2025

COMPETITION PERIOD: The Competition Start Date until the Competition

**Closing Date** 

ENTRY SUBMISSION: Buy any two Colgate toothpastes and swipe your extra

savings card during the purchase.

PRIZE: One of 50 - R10 000 education sponsorships paid to

your school.

- 1. <u>Rules:</u> These rules apply to entries into the "Colgate Education Sponsorship Campaign" competition. By entering the competition, you agree, on behalf of yourself and any person with whom you may share this prize (ie spouse, life partner) (if applicable), to be bound by these rules. If you do not agree to these rules, you must not enter the competition. The Promoter reserves the right, acting reasonably, to disqualify entrants who do not comply with these rules.
- 2. Who may enter: Any South African citizen, over the age of 18 enrolled at a learning institution, or any South African citizen who is a parent or legal guardian to a South African citizen child between the ages of 5 years old and 18 years old, whose child attends a school within the Republic of South Africa ("Criteria").

The competition is not open to directors, members, partners, employees, agents or consultants of the Promoter, any person who controls or is controlled by the Promoter, or any supplier of goods or services in connection with the competition, or their respective spouses, life partners, business partners or immediate family members.

3. <u>How to enter:</u> Purchase any two Colgate toothpastes in a single transaction from any participating Shoprite Stores and swipe your Xtra savings membership card at the point of purchase when purchasing the two Colgate toothpastes.

Participants may enter the competition as many times as they wish.

As far as the law allows, all entries are treated as being entered into the competition at the time of receipt by the Promoter. It is your responsibility to ensure that your entry is received by us during the Competition Period indicated above. Any entries which are not received timeously will not be eligible to participate, regardless of the reason for the late entry. The Promoter and its affiliates are not responsible for any entries which are not received by it, regardless of the cause for non-receipt. The Promoter and its affiliates are not responsible for any problems or technical malfunction of any telephone or mobile network, computer system, server, or provider which may have hindered entry into this competition.

4. <u>Draw:</u> All participants will be entered into a draw and will be randomly selected by Rainmaker Media (Rain Maker). The draw will take place at the end of the competition period within 3 weeks of the closing date or as soon as reasonably possible thereafter. Twenty participants will be selected during the draw until a total of 50 winners have been selected ("Provisional Winners").

The Provisional Winners will be contacted telephonically by no later than 7 days after the date on which they were selected pursuant to the draw. The Promoter will attempt to make contact with the Provisional Winner at least three times, but if the Promoter is unable to contact the Provisional Winner on the third attempt, the Provisional Winner will forfeit his/her prize and the Promoter reserves the right to select a new Provisional Winner.

The Provisional Winners will be required to provide the Promoter with any such information as may be required by the Promoter, including without limitation, certified copies of birth certificates, in order to verify and assess that the Provisional Winner satisfies the Criteria. The Promoter reserves the right, at its sole discretion, to disqualify the Provisional Winners if, based on the information submitted, the Provisional Winners do not satisfy the Criteria or the information submitted is fraudulent or inconsistent with the information previously submitted.

- 5. <u>Winner Selection:</u> The Promoter will assess the documents submitted in order to verify the accuracy of the information provided and confirm that the Provisional Winners satisfy the Criteria. Upon satisfaction that the Provisional Winners have provided accurate information and the Provisional Winners satisfy the Criteria, the Provisional Winners will be awarded the scholarship ("Confirmed Winners").
- 6. <u>Winner Notification</u>: The Confirmed Winners will be contacted telephonically by the Promoter or Rainmaker within 7 days of selection.
- 7. <u>Winner Announcement</u>: The Confirmed Winners may be announced on the Promoter's Social Media Platforms.
- 8. **Prize:** The prize described above will be provided by the Promoter to the winners.

The prize does not include any other costs or expenses relating to the prize or the enjoyment of the prize not expressly specified in these rules. There is no cash or other alternative to the prizes in whole or in part. The Prize may be transferred to one nominated person who meets the criteria.

## The paragraph above has important legal consequences for you. In this paragraph:

- various costs, losses, damages, expenses and taxes that are not included in the prize are set out:
- the responsibilities and liability of the Promoter are excluded or limited; and
- the winner takes on various responsibilities and liability.

By entering the competition, you agree to these limits and exclusions from the prize. You also agree that if you are the winner, then you will have the responsibilities and liability listed in this paragraph.

Should the finalist not have a child, or immediate relative, enrolled at an educational institution, or should no fees be due at the time of selection, the finalist will not qualify for the prize and a new finalist will be selected.

Should the finalist not have a child, or immediate relative, enrolled at a school institution, or should no fees be due at the time of selection, the finalist will not qualify for the prize and a new finalist will be selected.

Should the winner not have a child, or the child's school fees are paid up, they may nominate a direct relative to receive the bursary. Direct relatives will include nephews, nieces, or grandchildren (of the same bloodline), and proof of such will be requested before the prize will be awarded.

The child/nominated scholar must be between the age of 5 and 18 years old. A copy of the child's/scholar's birth certificate or ID may be requested to confirm their age.

Should the school fees, be less than R10,000, the following year's school fees may be included in the bursary payment (up to the R10,000 total budget for both years). If the following year's fees cannot be included, the educational institution may be asked to add additional school items (such as school uniform, stationery, books or meals) to the child's statement that will be included as part of the bursary payment (up to R10,000). If neither of these 2 scenarios is possible, only then may any remaining bursary amount, be provided in Shoprite stationery vouchers (this amount will not exceed 25% of the total bursary budget, or R2,500 and will be rounded down to the closest available voucher value in R50 denominations). All of the above listed provisions will however be at the Promoter's discretion and is subject to final approval.

The R10,000 bursary amount may also be split by up to 2 siblings, subject to proof of the children's relation to each other and the parent/guardian, and the Promoter's consent.

You may not win the prize if it is unlawful in any way for the Promoter to supply this prize to you. If you do win such prize, and it is unlawful for the Promoter to award it to you (for whatever reason), the prize will be forfeited.

9. Payment of Prize: The Promoter or it's representative Rainmaker shall pay the Prize directly to the learning institution on behalf of the Confirmed Winner. Notwithstanding the aforegoing, The Promoter or it's representative shall use its own discretion in respect of the payment of the prize which may include amongst other things payment of the prize in a fund or trust established for the benefit of the recipient of the prize if applicable or payment of a portion of the prize to a learning institution on behalf of the Confirmed Winner and the balance directly to the Confirmed Winner or guardian of Confirmed Winner.

A statement from the educational institution, the educational institution's proof of account ownership (such as a bank letter) and proof of enrolment of the winner or their nominated direct relative, is to be provided before the fees will be paid directly to the educational institution.

The winner's child, or their nominated direct relative, is required to be registered/enrolled at the educational institution, as a full time student/scholar, before payment is made.

The educational institution will be required to confirm and provide the nominated child's proof of enrolment, most recent statement including the child's enrolment reference, as well as the institutions bank details including a bank confirmation letter, in order for payment to be made. The educational institution has 1 week from being contacted to provide the requested documents, sent directly to the Promoter's agent, via email. Should the deadline not be met by the educational institution, it is the winner's responsibility to obtain and email, the requested documents within 1 week of being requested to assist by the Promoter's agent. Should the winner not meet the 1 week extension, they will be disqualified and replaced by a new winner.

Payments will only be made to legitimate banking institutions, based within South Africa. A bank confirmation letter is required before the transaction will be made.

The Promoter will not be liable for any losses caused by incorrect or inaccurate information supplied by winners/scholars/educational institutions or discontinued/closed bank accounts.

No cheques or physical cash will be issued.

Payments may take up to 15 working days to be processed from receipt of the educational institution's bank confirmation letter.

- 10. **Publicity:** The Confirmed Winners will participate in all required publicity, including any presentation ceremony and any other promotional purpose required by the Promoter (for example, filming at the Confirmed Winners school and/or home) for 7 years after the Competition Closing Date. Each Confirmed Winner has the right to decline this by notifying the Promoter.
- 11. <a href="Personal information">Personal information</a>: By entering the competition, you consent to the collection, use, storage, disclosure and processing of your personal information by the Promoter for a reasonable period for the purposes of administering the competition, providing the prize and other activities as contemplated in these rules. The types of personal information that the Promoter may collect includes information necessary for its legitimate business interests and the categories of personal information identified in relevant data protection laws in South Africa. This may include your name, identity number, e-mail, physical and postal addresses, contact information, and other information you provide when entering and participating in the competition.

The Promoter may use your personal information:

- (i) to update the Promoter's existing records;
- (ii) for the purpose of administering consumer relations; and
- (iii) to make information available on future competitions or promotions which the Promoter may conduct.

Your personal information will also be collected, used, stored, disclosed and processed in accordance with the Promoter's Privacy Policy which is accessible at <a href="https://www.colgate.co.za">www.colgate.co.za</a>.

The Promoter or its agent will contact the winner, or parents/guardians of the winner, where they will be required to explicitly consent to the Promoter or its agent to collect and process the child's/scholar's personal information and to contact the child's/scholar's educational institution on behalf of the winner/scholar, their parents/guardians so as to pay the specified fees into the institution's account.

12. **Promoter's Decision**: The decision of the Promoter in all matters is final and binding on you and no correspondence will be entered into.

The awarding of the prize is subject to the Promoter's final decision, and any special requests or scenarios, will be approved or denied at the Promoter's discretion.

13. <u>Cancellation and amendment</u>: The Promoter reserves the right, acting reasonably, to cancel or amend the competition and draw date due to events or circumstances arising beyond its control which prevent the Promoter from conducting the competition as intended. You are entitled to withdraw from the competition if you do not agree with any amendments made by the Promoter. As far as the law allows, if the Promoter cancels the competition or amends these rules, you will have no claim against the Promoter.

## The paragraph above is important. It:

- limits or excludes the Promoter's legal responsibilities and liability if there is any cancellation or change of the competition or these rules; and
- limits or excludes any rights or remedies entrants may have against the Promoter.

The Promoter will not be responsible to any entrant if they suffer loss or damages because of any change or because of the cancellation of the competition.

- 13. **Participant's warranties**: You represent and warrant that the information provided is true and accurate.
- 14. **No warranties and exclusion of liability:** As far as the law allows, and subject to 18:

- (i) all warranties and representations in relation to the prize not set out in these rules (whether express, implied or tacit) are hereby excluded;
- (ii) the Promoter, Rainmaker, Shoprite, their associated companies, and their respective directors, officers, employees and agents will not be liable for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause which may be suffered as a result of entering the competition, the provision or use of the prize, or any act or omission of any other person.

This 15 does not purport to limit or exempt the Promoter or Rainmaker for any loss directly or indirectly attributable to their gross negligence or that of any person acting for or controlled by them.

# The paragraph above has important consequences for you. In this paragraph:

- the legal responsibilities and liability of the Promoter and other persons are excluded or limited:
- the rights you have against the Promoter are limited or excluded; and
- you take on the responsibility and liability for certain losses or damages or events that might happen.

You enter into the competition and accept and enjoy the prize knowing and accepting that these things can go wrong and that there are risks.

- 15. <u>Law and jurisdiction:</u> These rules shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the High Court (Gauteng Local Division, Johannesburg) in respect of all matters arising out of or in connection with the competition or these rules.
- 16. **Severability:** If any provision of these rules is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these rules and shall not affect the validity or enforceability of any remaining provisions.
- 17. Consumer Protection Act: It is not intended that any provision of these rules contravenes any provision of the Consumer Protection Act, 68 of 2008, and therefore all provisions of these rules must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
- 18. **Availability of these rules:** A copy of these rules may be obtained by contacting the Promoter. These rules are also available on the Website.