

Listerine® Clean and Protect for a Healthy Mouth Competition Terms and Conditions

1. The promoter is Johnson & Johnson (Pty) Ltd t/a Kenvue South Africa (Registration number: 1930/002616/07) a company incorporated in the Republic of South Africa and with its principal place of business at 241 Main Road, Retreat Cape Town, Western Cape 7945 South Africa (“the Promoter”).
2. This promotional competition (“Competition”) is open to all South African residents of 18 (eighteen) years and older, who are in possession of a valid identity document, passport, or other documentary proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoter or Shoprite Checkers (Pty) Ltd, the marketing service providers, suppliers, distributors, 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 be disqualified from receiving a prize. 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 entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 (the “CPA”).
3. The Participant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and that he/she understands and agrees to these terms and conditions.
4. **All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoter, and all affiliate entities within the Kenvue group, their directors, employees and agents of any liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any indemnified party.**
5. This Competition will start on 26 August 2024 (“start date”) and end on 3 November 2024 (“closing date”). The period from the Competition start date to closing date is referred to as the “Campaign Period.” Any entries received after the closing date will not be considered.
6. To enter the Competition, a participant must purchase any Listerine® product, (excluding the 95ml product), in-store from any Checkers, Shoprite, Checkers Hyper or via the Sixty60 app.
7. Participants must keep their till slip or Sixty60 invoice as proof of purchase.
8. Participants must take note that the purchase of a Listerine® 95ml product does not qualify them to enter into the Competition.
9. Participants may enter as many times as they wish, provided that each entry is associated with a separate purchase. The Promoter or its representatives may block participants from winning a prize or submitting further entries if fraud or code manipulation is suspected.
10. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
11. There will be a total of 250 (two hundred and fifty) winners as follows:
 - 11.1 In store: 20 winners per week will win R2500,00 (two thousand five hundred Rand) cash;
 - 11.2 Sixty60: 5 winners per week will win R2500,00 (two thousand five hundred Rand) cash; and
 - 11.3 Instant prize vouchers will be won for in-store purchases with a value cap of R50 000,00 (fifty thousand Rand).
12. Winners must take note of the validity period on the voucher.
13. The winners will be randomly drawn weekly by the Promoter’s representatives monthly over the campaign period. The winners will be contacted directly. The Promoter (or their agent) will try to contact each winner once a day for 2 (two) working days after their name is drawn. If a winner cannot be contacted or a winner’s relevant details cannot be confirmed during this period, the prize will be deemed forfeited and another winner will be drawn.
14. A copy of these rules can be found on the following website www.termsconditions.co.za and at www.listerinecompetitions.co.za.
15. during the Campaign Period or can be obtained by phoning 080 001 0709.
16. By entering this Competition and as a condition to receive a prize, participants:
 - 16.1 Consent to the processing of their personal information by Shoprite Checkers (Pty) Ltd, the Promoter and its service providers, insofar that it is necessary to give effect to the Competition, for example to view the entries, select and announce the winner publicly and deliver the prizes. Winner will be given the opportunity to consent to further processing of their personal information;
 - 16.2 Where applicable, waive any right to demand royalties, usage fees or any other form of compensation or payment for the use of intellectual property in the participant’s entry;

- 16.3 Sign an acknowledgment of receipt form and provide all relevant information requested by the Promoter's representatives, including but not limited to the winner's full names, proof of identity (ID, passport, or driver's licence), contact details and bank account confirmation; and
- 16.4 Consent that their names be announced publicly by Shoprite Checkers (Pty) Ltd and the Promoter on any platform that they deem fit.
17. Prizes will only be awarded after the winner verification is successfully completed by the Promoter. Failing successful verification, the winner will be disqualified, and a substitute winner may be drawn at the discretion of the Promoter.
18. Neither Shoprite Checkers (Pty) Ltd, the Promoter nor its agents or suppliers will be liable for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted, or for vouchers or entries that are lost, damaged, or delayed. Voucher codes will not be re-sent for any reason.
19. The winner will not be entitled to where applicable, to payment in cash, credit or otherwise in the event that they do not receive or utilise the prize to the fullest extent possible. Any item or value unused will be deemed waived by the winner.
20. The Promoter in its sole discretion is entitled to disqualify any winner:
- 20.1 Who has won a prize in a competition conducted by the Promoter or Shoprite Checkers (Pty) Ltd during the last 3 (three) months before the winner of this Competition is drawn; or
- 20.2 Who at any time does not act in accordance with the spirit of the Competition, or if fraud or cheating is suspected, including without limitation, through the manipulation of code or falsifying of data.
21. 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.
22. Prizes are not transferable and may not be deferred or exchanged for cash, credit or otherwise.
23. The Promoter is entitled to change or terminate the Competition and/or prizes immediately and without notice, if deemed necessary in its sole discretion. In the event of such a change or termination, participants agree to waive any rights that they have in respect of this Competition and acknowledge that they will have no recourse against the Promoter, its suppliers, or agents.
24. The Promoter reserves the right to change and/or substitute prizes of equal value.
25. Neither Shoprite Checkers (Pty) Ltd, the Promoter, its agents, service providers, suppliers, 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.
26. The judges' decision is final, and no correspondence will be entered into.
27. Participation in this Competition constitutes acceptance of, and an agreement to comply with, these terms and conditions.
28. The winner may be requested to endorse, promote, and advertise any of the goods and services of the Promoter and will not unreasonably withhold their consent.
29. Shoprite Checkers (Pty) Ltd with registered address at Cnr William Dabbs Street and Old Paarl Road Brackenfell and Johnson & Johnson (Pty) Ltd, part of Kenvue with registered address at 241 Main Road, Retreat Cape Town, Western Cape 7945 South Africa (**the Promoter**) are the Responsible Parties of your Personal Information (as defined by Protection of Personal Information Act). Shoprite Checkers (Pty) Ltd and the Promoter may collect, store, and use any Personal Information of participants for the purposes of the campaign, to fulfil their obligations and to facilitate the handing over of the prize.

To facilitate the handing over of the prize, Participant's Personal Information may be shared with the Promoter's associated agencies and the third-party service providers.

Protecting participants' Personal Information is important to Shoprite Checkers (Pty) Ltd and The Promoter. For more information, please refer to the data privacy statements:

- Shoprite Checkers (Pty) Ltd: on their <https://www.shopriteholdings.co.za/privacy-and-web-policies.html>
 - Johnson & Johnson (Pty) Ltd: on their website <https://za.kenvuebrands.com/privacy>
30. This promotion is in no way sponsored, endorsed, or administered by, or associated with any social media channel and the participants acknowledge that they are providing information to the Promoter and its agents only and not to any social media channel.
31. These terms and conditions shall be governed by and enforced in accordance with the laws of the Republic of South Africa.