## **TERMS & CONDITIONS**

- 1. The promoters are Unilever South Africa (Pty) Ltd and Defy Appliances (Pty) Ltd ("the Promoter").
- 2. The promotion is open to all South African residents in possession of a valid identity document.
- 3. By participating in this promotion participants agree to receive future marketing material from the brand/s on promotion. However, the participant has the right to unsubscribe to receiving marketing material.
- 4. All personal information ('Personal Data') supplied by participants shall be processed in accordance with South African data protection legislation and the Promoter's Privacy Policy.
- 5. The DEFY Frontloader and washerdryer promotion is open from the 1<sup>st</sup> September 2020 and ends at 23.59 on the 31<sup>st</sup> October 2020.
- 6. The DEFY Front Loader or Washer Dryer coupon code will be valid for 30 days from date of issue.

## ENTRY REQUIREMENTS

- 7. To enter the Defy OMO promotion, participants will be required to:
  - a. Purchase a DEFY Front Loader or Washer Dryer Washing Machine from a participating store in a single transaction, and that is related to the machine manufacturer campaign at the time of promotion.
  - b. Participants must then follow the link provided on pack: <u>https://www.machine-manufacturer-promo.co.za/</u>), to enter.
  - c. Upon a successful entry, the customer will be sent their coupon code from OMO (product are dependent on the promotion and agreement with machine manufacturer).
  - d. The coupon code can be redeemed for 3 x 1.5L Omo liquid.
- 8. Participants must keep their till slip as proof of purchase.
- 9. Participants must enter in their correct contact details.
- 10. Other retailers For the purchase of a Defy front loader or washer dryer to claim their 3 x 1.5l Omo liquid they need to follow the procedure for a digital coupon over the campaign period as stated above.

#### GENERAL

- 11. A copy of these rules can be found on the following website <a href="https://www.machine-manufacturer-promo.co.za/">https://www.machine-manufacturer-promo.co.za/</a> and at <a href="https://www.machine-manufacturer-promo.co.za/">www.defy.co.za</a> throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 0860572908.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. The reward is not exchangeable for cash and is not transferrable.
- 17. The Promoter shall have the right to change or terminate the promotion 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.
- 18. Participation in the promotion constitutes acceptance of the promotion rules and participants agree to abide by the rules.

### **General terms**

Without detracting in any way from the Promotion Rules, the following general provisions shall be applicable to these Rules.

- The Promoters of this Promotion will interpret the Rules in their sole discretion and reserve the right to amend the Rules at any time in accordance with the provisions contained in these Rules.
- By entering and participating in the Promotion, consumers agree that the Promoters may collect and process their personal information for purposes of this Promotion.
- Consumers' details may be displayed on the website at <u>www.defy.co.za</u>.
- The Promoters, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with this Promotion and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Promotion.
- In the event of a dispute, the decision of the Promoters will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoters shall be entitled to deal with such disputes (or any failure by entrants to follow the rules) in their sole discretion, including that the Promoters shall be entitled, in addition to any other rights which the Promoters may have in terms of these rules, to immediately disqualify entrants from this Promotion. By entering the Promotion and/or accepting any Reward, the consumers, users and/or winners hereby indemnify, release and hold harmless the Promoters (including their

subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the "Promoters parties"):

- From and against any actions, claims and/or liability for injury, loss, damage, expense, claim
  or damages of any kind resulting in whole or in part, directly or indirectly, from participation
  in the Promotion, and/or the use, acceptance or possession of a Reward, and/or
  participation (or non-participation) in a Reward -related activity.
- Consumers who, in the Promoters' sole determination, act unlawfully, fraudulently, in breach of these Rules or otherwise dishonestly may be disqualified from participating in the Promotion and shall not be eligible to receive any Reward.
- Additional to any other rights contained in the Promotion rules, the Promoters reserve the right to terminate the Promotion at any time with immediate effect. If this is the case, the Promoters will provide a notice on the website and it shall be the responsibility of entrants to review such website in this respect. In such event, all consumers hereby waive any rights, which they may have against any of the organiser parties and acknowledge that they will have no recourse or claim of any nature against the organiser parties.
- The Promoters are not liable for any technical failure that may result in an entry not being successfully submitted. Any Reward is accepted by a recipient at his/her own risk and the Promoters are not liable, at any time, for any defect in the Reward.
- The duration of this Promotion may also be extended or curtailed at the sole discretion of the Promoters. If this is the case, the Promoters will provide notice of this on the website.
- The Promoter will not be held liable for any harm or consequential loss as a result of use of the Reward.
- If the consumer/s fail/s to comply with any of these rules or the terms of acceptance of the Reward/s, or if the consumer/s unreasonably refuse/s to sign the entrant/s declaration and supply acceptance form, the consumer/s will be disqualified and will forfeit the Reward.
- The right of admission into the Promotion rests solely with the Promoters.

# Exclusions and other important terms

- 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 participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- By entering the Programme in accordance with its terms, Participants acknowledge that the Programme will be managed in accordance with the provisions of the CPA. Qualifying participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the reward
- These Terms and Conditions shall be governed by the laws of the Republic of South Africa.