

PROMOTIONAL TERMS AND CONDITIONS

Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

1. “**Competition**” means the promotional competition listed in **Clause 1** of the Schedule, organised by the Promoter and open all people residing in the Republic of South Africa.
2. “**Competition Period**” means the period set out in **Clause 2** of the Schedule.
3. “**Goods**” means the goods set out in **Clause 3** of the Schedule.
4. “**Participant**” means a person who enters the Competition.
5. “**Participating Stores**” mean retailers of the Goods in the Republic of South Africa which are approved by the Promoter to participate in the Competition.
6. “**Promoter**” means Reckitt Benckiser South Africa Proprietary Limited (Registration Number: 1970/014554/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
7. “**Prize**” means the prize set out in **Clause 4** of the Schedule.

Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.

1. Entry Requirements

1. In order to be eligible for Participation in this Competition an entrant must:
 - 1.1. Be a South African citizen or permanent resident over the age of 18 (eighteen) years.
 - 1.2. Successfully enter the Competition in accordance with the entry mechanism set out in clause 5 of the Schedule
 - 1.3. Agree to permit the Promoter to collect his/her personal information for the purpose of the Competition and the Promoter’s product marketing and development; and 1.4. Undertake to abide by these Rules.
2. Participants may only enter this Competition through the mechanic set out in **Clause 5** of the Schedule.
3. Entries via any other mechanic other than that in **Clause 5** of the Schedule shall not be considered.
4. Only entries received within the Competition Period will be considered. The Competition closes at midnight on the Closing Date as specified in **Clause 2** of the Schedule (the “**Closing Date**”) and no other entries thereafter shall be considered.
5. The Competition will be limited to the Republic of South Africa.

2. Award Terms

1. The Prize winners shall be determined via random draw. Draws will take place as set out in the Schedule until all prizes have been allocated.
2. Any prize not taken up for any reason within two months of notification will be forfeited.
3. All winners will be required to provide their names and contact details and to sign an acknowledgment of receipt of the prize.
4. In the event that the Prize winner cannot be successfully contacted within 24 hours of the final decision or is unable, for any reason whatsoever, to accept the prize, a replacement winner will be randomly drawn from the remaining qualifying participants in the draw in accordance with same process and procedures as applicable to the original draw.

5. 3. Use of Personal Information

1. Personal information is information relating to a Participant. Personal information includes a Participant’s full names, identity number, passport number and contact details as well as any photograph (if applicable). The Promoters are required personal information of Participants and winners for a period of 3 (three) years.

2. This information may be collected by the Promoter or its agency on behalf of the Promoter for the purpose of this Competition such as but not limited to Competition draw, contacting any participant's, finalists and/or winner/s, announcing any finalists and/or winner/s.
3. At all times, any personal information shall be transferred to the Promoter in accordance with the law of the Republic of South Africa implement security measures in accordance with applicable laws to safeguard the Participant's personal information.
4. By entering this Competition and providing the required information, a Participant agrees that the Promoter and/or its agent may use his/her personal information in connection with the Competition. Save for personal information that the Promoter is required or authorized by law to collect, the provision of such personal information is voluntary, but should the Participant not provide all the required information then s/he may not be able to participate in the Competition.
5. As far as the law allows, each Participant agrees and gives the Promoter and/or its agent permission to collect, obtain, receive, record, organise, collate, store, update, use and share all of his/her personal information for all purposes relating to the Competition. The Participant also agrees to the Promoter sharing the personal information with third parties for the purposes set out above. Furthermore, the Participant understands and agrees that his/her personal information may be transferred to and accessed from locations outside South Africa, and the Participant hereby agrees to the transfer of personal information to locations outside South Africa for the purposes set out above.
6. A Participant may ask the Promoter at any time to correct or confirm any personal information if it is wrong or out of date. At all material times hereto, the personal information processed by Reckitt will be managed in terms of its Privacy Notice, which is available at www.reckitt.com/privacy-policy/.
7. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Competition. The Promoters will not use any Participant's personal information in any way which breaks the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.
8. The Participant agrees that any photographs taken of them in relation to this Competition become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit and the Participant hereby consents to the usage of his/her photograph and/or full names to be used in any marketing campaigns and/or Competition announcements. The Participant shall have no claim for any compensation for use of the photograph.
9. The Promoters will require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoters to ensure compliance with these terms and conditions, as well as with the Consumer Protection Act. Should any Participant and/or winner refuse or be unable to comply with these terms and conditions for any reason, such Participant and/or winner will be deemed to have rejected the prizes and it shall revert back to the Promoters.

4. Warranties and Indemnities

1. The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "**Indemnified Parties**") shall not be liable for and the Participants hereby indemnify and hold the Indemnified Parties harmless from any direct, indirect or consequential claims, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Competition.
2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

5. Alteration of time period of the Competition

The Organisers reserve the right to extend, shorten or suspend the time period of the Competition whenever it should so choose for technical, commercial, or operational reasons, or for the greater public good, or due to a "force majeure" (a cause which could not be anticipated and/or are beyond the Promoters' control) or generally for any reason whatsoever within its sole discretion, on condition that it notifies the participants in a manner that is expedient according to its best ability.

6. Image Rights

1. The Promoters may request the winner/s to be identified and photographed and to have the photographs published in various media (for which no fee will be payable), including but not limited to print and web-based media, or to appear on radio and television, when accepting their prizes and/or after having received their prizes.

2. The winner/s will be given the opportunity to decline the publication of their images or participation in the Promoters' marketing material so far as it relates to the Competition. Such publication will be without any liability to the Promoters and without remuneration due to the winner.
3. By participating in this Competition, all participants are deemed to have read and understood the Terms and Conditions of the social media sites of Instagram, Facebook, TikTok, Twitter, Promoters website, and of the participants' mobile network service provider and participants further allow the Promoters permission to publish his/her name and photograph on the Promoters' social media pages. Copyright, intellectual property rights, image rights and any other rights vesting in any competition footage, posts and photographs (whether depicting the winner and partner or not) shall remain the property of the Promoters, who reserves the right to use it in any way.

7. General

1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on the website in Clause 6 of the Schedule.
2. The Competition is not open to any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter or anyone who within a period of 183 days preceding this Competition has won any Competition organised, promoted, or conducted by the Promoters or who resides at the same address as such a winner, or uses the same contact details to enter this Competition hereinafter referred to as "**Disqualified Persons**".
3. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
4. In the event of a dispute regarding a winner chosen in accordance with above, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
5. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.
6. All enquiries regarding the Competition should be sent to the Promoter at the details set out in **Clause 7** of the Schedule.
7. 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 entries that are lost, damaged, or delayed.

SCHEDULE 1

SCHEDULE 1		
No	Reference	Details
1.	Competition Name	Vanish X Checkers Hyper washing machine drive
2.	Competition Period	2 September 2024- 24 November 2024
3.	Qualifying Reckitt Goods	<p>All Vanish Stain Remover Products:</p> <p>Powders: 400g, 500g, 520g, 650g, 1kg, 2kg</p> <p>Liquids: 500ml, 1L, 2L</p> <p>Pre-treat: 75g Bar, 500ml, 750ml</p> <p>Carpet care: 500ml, 1L, 750ml</p>
4.	Prize Details	<p>Purchase any Vanish Stain remover product and stand a chance to win 1 of 25 washing machines</p> <p>(1 of 25 Defy 6kg Washing Machine, front loader, Grey in color. The promoter will contact the Winner to arrange collection at the store.)</p>
5.	Entry Mechanic	<ol style="list-style-type: none"> 1. Buy Any Vanish stain remover product instore from selected Checkers and Checkers Hyper stores in Gauteng and KZN listed in clause 6 below. 2. Dial the USSD code printed on the till slip to enter 3. Once you have completed the required fields, your submission will be sent for verification. 4. The potential winners will need to go through a verification/ vetting process and will be contacted by the Promoters via social media to obtain further details. 5. The potential winners will also be vetted to ensure that they have not won a previous Competition organised by Promoter within the past 183 days, that they are not related to anyone who is a previous winner or reside at the same address as any previous winner or use the same telephone number as a previous winner of any competition run by the Promoter within the past 183 days. If the answer is yes to any of these, the finalist will not be allowed to be a winner in terms of these terms and conditions. Any fraudulent activity confirmed or suspected will automatically allow the Promoter to disqualify this finalist/s. 6. Once the finalists have been verified, eligible and certified finalist/s and the selection process will be overseen by an independent person in terms of the Consumer Protection Act. Once this process is completed the prize will be collected by the winners.

6.	Selected Stores	SAP Code	Name in Datarite
		30	Checkers Hyper Montana
		172	Checkers Hyper Klipfontein
		192	Checkers Hyper Arcon Park
		220	Checkers Hyper Vanderbijlpark
		230	Checkers Hyper Klerksdorp
		3032	Checkers Hyper Mall Of Carnival
		3823	Checkers Hyper Secunda Mall
		3873	Checkers Hyper Forest Hill
		5053	Checkers Hyper Rustenburg
		5978	Checkers Hyper New Market
		715	Checkers Hyper FX Centurion
		730	Checkers Hyper FX Eastgate
		731	Checkers Hyper FX Fourways
		732	Checkers Hyper FX Sandton
		762	Checkers Hyper FX Roodepoort
		764	Checkers Hyper Westgate
		773	Checkers Hyper Edenvale
		774	Checkers Hyper FX Mayville Hyper
		8727	Checkers Hyper FX Mall Of Africa
		9111	Checkers Hyper New Menlyn
9317	Checkers Hyper FX Nelspruit		
745	Checkers Hyper Boksburg		
765	Checkers Hyper Kempton Park		
3630	Checkers Virginia Circle		
9631	Checkers Mount Richmore Village		
7.	Website for Promotional Terms and Conditions	http://www.termsconditions.co.za	
8.	Enquiry Email Address	Centralised Promotions centralisedpromotions@rainmakermedia.co.za	