

## APPENDIX 1 PROMOTIONAL COMPETITION TERMS AND CONDITIONS

PROMOTER	L'Oréal South Africa Proprietary Limited
COMPETITION NAME	DARK AND LOVELY X WENDY GUMEDE MASTERCLASS at WHITE BOX DURBAN, 8 DECEMBER 2024
PRIZE	Win 1 of 75 tickets to attend a Wendy Gumede x Dark and Lovely Celebratory Masterclass
PRIZE VALUE	One of 75 seats at the Masterclass including transport to venue valued at R4 000.00 (four thousand rand) each
STARTING DATE AND TIME	Monday, 11 November 2024 at 00:00
CLOSING DATE AND TIME	Sunday, 24 November 2024 at 23:59
EXCLUDED PERSONS	“Excluded Persons” means directors, employees, agents or consultants of L'Oréal or its subsidiaries, their immediate family members, life partners, business partners and associates and any other person who is involved with the devising, production, management or marketing of the Competition or controls or is controlled by L'Oréal, or marketing service providers or their immediate family members.
DATE OF DRAW	Draws will be done weekly, namely on Monday, 18 November 2024 at 15:00 (37 Winners. 13 Contingency) and Monday, 25 November 2024 at 15:00 (37 Winners. 13 Contingency)(“Dates of Draw”)
HOW TO ENTER	<p>A Creative Competition Alert Post with link will be shared to Sixty60 consumer database.</p> <p>Stand a Chance to Win a Ticket to the Wendy Gumede x Dark and Lovely Master Class exclusively through Sixty60.</p> <p>Simply make a purchase of any Dark and Lovely Relaxer Maintenance Product from the following list through the provided link on the Checkers60 application.</p> <ul style="list-style-type: none"> <li>• 3 in 1 Shampoo</li> <li>• Olive Oil Moisturizer</li> <li>• Total Repair 5 Moisturizer</li> <li>• Ultra-Light Moisturizer</li> <li>• Anti-Breakage Moisturizer</li> <li>• Anti-Breakage Gro Strong</li> <li>• Anti-dryness Gro Strong</li> <li>• Anti-dandruff Gro Strong</li> <li>• Moisture Seal Leave-in Styling Mist</li> <li>• 48hr Styling Gel</li> <li>• Ultra-Cholesterol Treatment</li> </ul> <p>Each separate purchase will automatically enter you into the draw to win exciting prize and offers. The winners will be selected through a random draw, ensuring fairness and transparency.</p> <p>Winners will be contacted directly by the Sixty60 Team's partnering agency Prize Voucher.Com. Subject to KZN only.</p>
RESTRICTION ON NUMBER OF ENTRIES	No restriction on the number of entries. Participants will only be eligible to win 1 (one) Prize under this Competition.

1 Please read the Promotion terms and conditions (“Terms”) carefully. These Terms apply to everyone participating in the **WENDY GUMEDE X DARK AND LOVELY MASTERCLASS COMPETITION on 8 December in Durban** (“the Competition”).

2 **The Promoter:** This Competition is conducted by L'Oréal South Africa Proprietary Limited (“the Promoter”).

- 3 **Terms:** Instructions on how to enter the Competition, the rules, directions and prizes all form part of these Terms. If you take part in this Competition, you agree to be bound by these Terms and accept that the Promoter's decision is final and binding.
- 4 **Promotional Period:** The Promotion will start on 11 November 2024 at 00:00 and will end on 24 November 2024 at 23:59.
- 5 **Eligibility:** The Competition is open to all citizens and legal temporary or permanent residents of South Africa. You must reside in South Africa at the time of winning or receiving any prize in this Competition. You must be 18 (Eighteen) years old or older to participate in this Competition and have a valid South African Identity document, or a valid passport, and necessary temporary or permanent resident permit ("the Participants").
- 6 People who may not participate in this Competition: Any person who is a director, member, partner, employee or agent of, or consultant ("Associates") of the Promoter, or any other person who directly or indirectly controls, is employed by or is controlled by the Promoter, and/or immediate family members of Associates, who are indirectly or directly connected to or employed by any party in the aforementioned capacities or relationships, their advertising agencies, manufacturers, distributors or bottlers of beverages identified by the trademarks owned by or licensed to L'Oréal South Africa Proprietary Limited and L'Oréal Manufacturing Midrand (Pty) Ltd and each of their affiliates and Shoprite Group ("Excluded Persons").
- 7 The Prize will only be awarded:
  - 7.1 to a natural person as stipulated in these rules and will not be awarded to any legal entity; and
  - 7.2 if it is not unlawful to supply the Prize to a person in terms of any legislation or public regulation and the Promoter reserves the right to require proof that it will not be unlawful to supply a Prize (for example to request the winner of a TV to provide his/her TV license to the Promoter before they can hand over the prize).
- 8 For an entry to be valid and considered, it must be received by Sixty60 at or before 23:59 on the Closing Date and are subject to government regulations.
- 9 By submitting an entry to the Competition, Participants accept and agree to be bound by these Terms. Participants may request a free copy of these Terms by emailing their request to [darklovelyrsa@loreal.com](mailto:darklovelyrsa@loreal.com).
- 10 L'Oréal is not liable for any entries not received for any reason including but not limited to technical malfunction, loss or delayed transmissions, omissions, interruptions, deletions, or inability to access any website or online services.
- 11 Incorrect, inaccurate, unclear, or illegible entries will be declared invalid and will not be considered. L'Oréal will not be liable for any claims arising out of such invalidity.
- 12 Entries not containing contact details will be automatically disqualified.
- 13 It is your responsibility to ensure that of all information provided by or on behalf of you to the Promoter is accurate, complete and up-to-date at all times.
- 14 The draw is completely random and automated. Accordingly, there are no considerations, biases or calculations that determine the winner.
- 15 All entries are randomised, and the required number of winners are drawn on the Date of Draw.
- 16 The draw in this Competition will be monitored by a team member responsible for the campaign as well as an independent accountant, registered auditor, attorney, or advocate to ensure that the process is completed without error.
- 17 The Promoter will notify the winner of their Prize by contacting the winner using the contact details supplied to it by or on behalf of the winner.
- 18 If after any and all reasonable steps are taken in order to contact the winner, the winner cannot be contacted within the prescribed period of time, then the winner will be automatically disqualified and a second draw will be held where the procedure as set out above will be repeated.

- 19 The contents of the Prize will consist of 1x Masterclass ticket, Meet and Greet with Wendy Gumede, Dark and Lovely Masterclass Hair Tool Kit, a ticket to the afterparty performance from a celebrity DJ or performer as well as food and drinks and a R400.00 (four hundred rand) uber voucher to travel to and back from the event venue, situated at The White Box, Glenwood, Durban.
- 20 You agree and understand that you stand a chance to win 1 (one) of 75 tickets to the Dark and Lovely Masterclass valued at R4 000.00 (four thousand rand).
- 21 The Prize is not transferable by you and may not be deferred, changed or exchanged for cash or any other item.
- 22 The Promoter reserves the right to substitute the Prize with any other gift of comparable commercial value.
- 23 Any costs or expenses incurred in respect of items not specifically included in the Prize are for the winner's own account. The Promoter and its affiliates will not be responsible for any other expenses which the winner may incur as a result of their acceptance and/ or use of a Prize, whether foreseen or not.
- 24 To the extent that any taxes, duties, levies or other charges may be levied on a Prize by the State or any other competent government or regulatory body, the winner will be liable therefore, and the Promoter will not increase the value of the Prize to compensate for such charges.
- 25 The value of the Prize includes VAT.
- 26 A winner will be drawn randomly from all eligible entries
- 27 There will be 75 (seventy-five) winners randomly drawn from all of the entries received
- 28 The winners will be notified by a 3<sup>rd</sup> party that is delivering a service to Shoprite Group. on the Monday, 18 November 2024 at 15:00 (37 Winners. 13 Contingency) and Monday, 25 November 2024 at 15:00 (37 Winners. 13 Contingency) ("Dates of Draw" ) after the Draw and confirmed in writing via SMS or email. If a winner cannot be reached after 3 direct message attempts have been made during business hours within 3 calendar days of winning, the prize will be forfeited, and another winner will be drawn as set out in these terms and conditions.
- 29 Any prize awarded must be claimed within 3 calendar days from the Date of Draw and is not transferable nor exchangeable for cash.
- 30 The winner will be required to identify themselves with a valid identity document alternatively a valid passport and a valid temporary or permanent resident permit. Further to this, where the winner is required to sign a receipt for any prize received or provide an address or other means where the prize can be delivered then failure to claim the prize timeously or comply with these terms and conditions in any way will result in the prize being forfeited and another winner will be drawn as set out in these terms and conditions.
- 31 L'Oréal may request the winner to be photographed and/or identified in any media, which is inclusive of but not limited to television, radio print publications and online sites in which the Competition receives exposure and for future marketing initiatives with the understanding that the winner may decline such an invitation.
- 32 You hereby consent to the Promoters using and processing your personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") in order to process your entry as stated herein, for research and statistical purposes, as well as for any marketing and future promotions, if opted in.
- 33 The Participant can refer to the Privacy Notice available at <https://www.loreal.com/en/south-africa/pages/group/privacy-policy-south-africa/> to confirm how the Promoters will process your Personal Information.
- 34 Any personal information relating to the winner or a Participant will be used solely in accordance with the Consumer Protection Act 68 of 2008 and POPIA and will not be disclosed to a third party without your prior consent.
- 35 By participating in the Competition, you consent to the sharing of your personal information between L'Oréal and its affiliates including holding and subsidiary companies subject to cross border transfer requirements being met.

- 36 By posting any content, images, or comments on any of L'Oréal's public and/or social media platform or by sending any such content to L'Oréal, a Participant consent to and gives L'Oréal a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting L'Oréal's products and/or services.
- 37 Participants enter the Competition entirely at their own risk. L'Oréal and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, any participating store and/or its subsidiaries cannot be held responsible or liable for any accident, injury, harm or loss suffered by any person or entity as a direct or indirect result of entering the Competition or suffered as a direct or indirect result of the utilisation in any way whatsoever of the prize won in terms of the Competition.
- 38 Competition artwork is for illustrative purposes only. Participants hereby agree to release and indemnify L'Oréal and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and subsidiaries and hold it harmless against any and all losses, harm, damages, rights, claims and actions of any kind in connection with the Competition, promotion or special offer or resulting from the participation in the Competition or acceptance, possession, use or receiving of any prize relating to the Competition, including, without limitation, personal injuries, death and property damage, and claims based on publicity rights, defamation or invasion of privacy.
- 39 L'Oréal is entitled to terminate, suspend or postpone the Competition at any time and Participants will have no recourse against L'Oréal or its affiliates for such termination.
- 40 L'Oréal's decision in respect of any dispute arising in respect of the Competition or these terms and conditions will be final and binding and no correspondence will be entered into.