

ENERGIZER CHECKERS HYPER DIY - PROMOTIONTERMS & CONDITIONS

TERMS AND CONDITIONS

1. General Terms and Conditions 2. Warranties and Liability 3. Indemnity 4. Privacy 5. Consumer Protection Act 6. Promotion Entry 7. Draw 8. Prizes

GENERAL TERMS AND CONDITIONS (T&C's)

1. This Promotion/Competition/Program ("Promotion") is operated by Energizer ("The Promoter").

2. The Promoter reserves the right, in its sole discretion and to the extent permitted by law, to amend these T&C's at any time. The Promoter may notify you of any significant changes, however there is no obligation on The Promoter to do so and it remains your responsibility to check these T&C's regularly on the website and/or any other communications' medium applicable.

3. The Promoter shall have the right to terminate the Promotion ("Termination") immediately and without notice for any reason, beyond its control, requiring this. In the event of such Termination, You agree to waive any rights that you may have in terms of this Promotion and acknowledge that you will have no recourse against the Promoter, its agents and/or staff.

4. Participation in the Promotion constitutes acceptance of the Promotion T&C's and Participants agree to abide by the T&C's.

5. These T&C's constitute an agreement between The Promoter and you, the participant ("You").

6. By entering the Promotion, You confirm that you have read, understood and agree to be and by these T&C's, as they may be amended from time to time. By continuing your Participation and use of the Rewards, after the Promoter has modified and/or amended these T&C's, you agree to be bound by such modified T&C's. If the modified T&C's are not acceptable to You, You must terminate your Participation.

7. The Promotion is open to all South African Residents above the age of 18 who are in possession of a valid identity document or passport. Directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members cannot enter the Promotion.

8. This Promotion is open from 19/07/2016 to 31/08/2016. Any entries received after midnight on the last day will not be valid and will not be considered.

9. The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participant, or accept any liability for: (a) any inability by the Participant to use the Reward in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the Reward; or (c) any personal loss or injury occurring or arising, directly or indirectly, out of the use of the Reward.

10. The offer is subject to product availability. Product may vary from promotional poster illustration.

11. By entering the Promotion you agree to receive communication from the Promoter.

12. To the extent allowed by law, these T&C's set out the whole of the agreement between You and The Promoter in regard to the subject matter hereof and there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which You are relying in concluding this agreement and The Promoter shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This clause constitutes an acknowledgment of fact by You. You must ensure that You read the above clause carefully and ensure that this statement is true and correct as this will limit your rights to claim that these statements are not true and correct.

13. To the extent allowed by law, no extension of time or indulgence which The Promoter may grant to You shall constitute a waiver of any of The Promoter's rights, who shall not thereby be precluded from exercising any rights against You which may have arisen in the past or which might arise in the future. This clause limits and excludes obligations, liabilities and legal responsibilities which The Promoter will have towards You and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on You.

14. These T&C's shall be governed by and interpreted according to the laws of the Republic of South Africa and the parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town, in respect of any proceedings arising out of or in connection with these T&C's.

15. Any provision in these T&C's which is or may become illegal, invalid or unenforceable shall, to the extent of such prohibition or unenforceability, be ineffective and treated as having not been written and severed from the balance of these T&C's, without invalidating the remaining provisions of these T&C's.

16. You agree that The Promoter may send any notice or notification arising under and/or contemplated in these T&C's by electronic mail or other electronic communication to your contact details provided when you subscribed to The Promoter.

17. You are required to adhere to any South African Tax Laws linked to Rewards. It is your responsibility as a Participant to adhere and do the necessary submission is and when applicable.

18. The Promoter's domicilium citandi et executandi (place for service of legal documents) is Block C, Ground Floor, Portion 1, Country Club Estate, 21 Woodlands Drive, Woodmead, Johannesburg, 2191

ENTRY & PRIZES

1. Consumer would need to purchase Energizer product during the Campaign Period and Dial *120*7725#DIY to enter the draw. Calls cost 20c/20 seconds
2. Follow the prompts on the phone and complete the entry.
3. The Customer will receive response saying "Thank you for your entry". T's & C's apply"
4. Prize winners will be informed by 6 September 2016 and contacted telephonically.
5. Prizes cannot be exchanged and no negotiations or correspondence will be entered into.