

TERMS AND CONDITIONS

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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. These T&C's as well as the terms of use governing each of the specific rewards/prizes/benefits ("Rewards") will apply to your participation/submission/entry ("Participation") into the Promotion. Please note that these T&C's do not replace the terms and conditions prescribed by each reward partners ("Reward Terms") and must be read in conjunction with such other Reward Terms. It is your responsibility to familiarise yourself with those Rewards Terms.
7. By entering the Promotion, You confirm that you have read, understood and agree to be bound 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.
8. 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.
9. This Promotion is open from **02/05/2016 to 31/07/2016**. Any entries received after midnight on the last day will not be valid and will not be considered.
10. The Promoter, its agents and distributors accept no liability whatsoever for the misuse of the reward voucher, and are not liable for any personal loss, injury or death at Reward Partner featured venues, and cannot be held responsible for any dissatisfaction concerning quality or availability of featured venues.
11. The offer is subject to promotional availability. Participating Reward Partner venues reserve the right to vary times and offer availability (e.g. Public holidays).
12. By entering the Promotion you agree to receive communication from the Promoter.
13. 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.

14. 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.

15. 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.
16. 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.
17. 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.
18. 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.
19. The Promoter's domicilium citandi et executandi (place for service of legal documents) is 5th Floor, 186 Loop Street, Cape Town, 8000.

WARRANTIES AND LIABILITY

1. To the extent allowed by law, You agree that The Promoter shall not be liable to You or any other person or entity whatsoever in respect of any loss or damage:
 - 1.1 caused by or arising from any fact or circumstance beyond the reasonable control of The Promoter;
 - 1.2 which is consequential or incidental loss or damage;
 - 1.3 of whatever nature and howsoever arising from or in connection with your Participation and/or your use/consumption of the Rewards and/or any arrangement with any Rewards Partner;
 - 1.4 which is a result of any downtime, outage, interruption in or unavailability of the Call Centre or Website, attributable to any cause whatsoever, including (but not limited to) repairs and maintenance, any breakdown in any service provided by any communications service provider (including line failure) as well as by any external communications networks and/or networks of any internet service providers;
 - 1.5 arising from any disclosure or use of any information You provide to The Promoter, whether such disclosure is in accordance with the provisions of these T&C's or otherwise; and/or
 - 1.6 Arising from a breach of any security system which may be implemented by The Promoter and/or any service provider to The Promoter.
2. You acknowledge that The Promoter does not provide the Rewards. The Rewards Partners may, for reasons outside the control of The Promoter, cease providing the Rewards in whole or in part and The Promoter is accordingly entitled to summarily terminate your Participation in such instances.

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.

INDEMNITY

To the extent allowed by law, You hereby indemnify and hold The Promoter free from liability for loss or damage of whatever nature and howsoever arising from your Participation and/or your failure to comply with any provision and/or obligation under these T&C's.

This clause constitutes an assumption of risk and/or liability by You under which You indemnify The Promoter against certain liabilities and which may result in You being liable for additional costs and liabilities.

PRIVACY

1. Participants will be required to provide certain personal information (where applicable), including (but not limited to), their name, surname, identity number, physical address, postal address, email address and cell phone number.

2. This clause applies to all personal information collected or submitted to The Promoter as set out above as well as any other personal information provided by You to The Promoter at any time.
3. Should you fail to provide your personal information to The Promoter, You may not be able to participate.
4. Subject to 5, The Promoter will use your personal information for all purposes relating to these T&C's and/or in order for The Promoter to provide the Rewards including, but not limited to, the arranging and booking of the Rewards and for purposes generally relating to participation and the Rewards.
5. The Promoter may use your personal information for marketing purposes for their other products.
6. Subject to 5 and 7, The Promoter will not share any of your personal information with any third party except where such disclosure is necessary to enable The Promoter to provide, deliver or in any other way give effect to these T&C's and/or the Rewards, where such disclosure is required by law or where You consent to The Promoter sharing your personal information.
7. You hereby agree to The Promoter disclosing and sharing your personal information with entities within the Machine group of companies.
8. To the extent that The Promoter shares your personal information with third parties in accordance with clauses 6 and 7 above, The Promoter will require, to the extent possible, that such parties conform to The Promoter's privacy standards.
9. The Promoter will record all telephone calls made to and from the Call Centre. In the event that Participation is concluded via the Call Centre, such telephone calls will be recorded, as contemplated in the CPA, to constitute the record of the transaction concluded.
10. You hereby expressly agree that The Promoter may:
 - 10.1 collect, receive, record, organize, collate, store, update, modify, retrieve, alter, consult, use, disseminate or obtain any of the personal information set out above;
 - 10.2 use your personal information for the purposes set out above;
 - 10.3 Transfer your personal information to third parties in a foreign country where this is required for the facilitation of any transfers of information or where this is required in order to give effect to the Rewards.
11. You may request that The Promoter correct your personal information, should it come to your attention that The Promoter's records are incorrect. Should you wish to access your personal information or rectify it, please contact the Call Centre 0879437624.
12. The Promoter shall protect your personal information as required by law. However, to the extent allowed by law, The Promoter shall not be liable to you or any other person or entity whatsoever, in respect of the unauthorised disclosure of your personal information.
13. In accordance with POPI, You may request the Promoter to review which of your personal information it holds and may request for the Promoter to delete such information, please contact the Call Centre.

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.

CONSUMER PROTECTION ACT

1. Nothing in these T&C's:
 - 1.1 limits or exempts The Promoter from liability for any loss directly or indirectly attributable to the gross negligence of The Promoter or any person acting for or controlled by The Promoter to the extent that the law does not allow this;
 - 1.2 requires you to assume risk or liability for this kind of loss to the extent that the law does not allow this.
2. If these T&C's and/or any goods and/or services provided under these T&C's are regulated by the CPA, it is not intended that any provision of these T&C's contravenes any provision of the CPA and therefore all provisions of these T&C's must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.

Promotion Entry

To enter into the Promotion, participants must purchase any participating Energizer Flashlight products and follow the USSD instructions. USSD costs 20c per 20 seconds. The USSD will run as follows:

1. Entry details/mechanics will be present upon the promotional posters, indicating the different prizes to be won, and the process of entry.
2. Dial into the USSD string ***120*1528*36374937#**
3. USSD cost 20c per 20 seconds.
4. The USSD string will be asked to enter the key word into the string. The key word will be ENERGIZER.
5. Consumers will be requested to enter in where they purchased the product from. The consumer will be required to choose from a list of pre-populated retailers and submit.
6. Consumers will be notified on the string whether they are a winner or not. Winners will receive a SMS with a winning pin code and a number to call. Winners will be required to contact the call centre to redeem their prize.
7. The winners will be provided with a list of night time activities in their area.
8. The prize winners of the trailers will be announced and notified at the end of the competition.

Draw

1. Except in so far as is provided for in the Consumer Protection Act 68 of 2008, the Promoter's decision is final and no correspondence will be entered into.
2. Participants and/or Winners will not be entitled to claim any royalties or any intellectual property rights from the Promoter.
3. Participants may be required to identify themselves with a bar coded South African ID book and/or valid passport and sign a prize receipt form received and/or provide an address or other information to facilitate the prize being delivered to them. Failure to claim the prize or a refusal or inability to comply herewith will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.
4. The Promoters may refuse to award a prize to a participant if there is suspicion of any irregularities or fraudulent activities.
5. The Promoter reserves the right to request, which the Participants have the right to decline, that images taken of the Participants be used for publicity purposes in any manner they deem fit, without any further remuneration being made payable to the winner.
6. Grand Prize
 - 6.1 The grand prize draws will take place on 07 August 2016 and the winners will be notified telephonically, by the promoter. The winner will be selected at random by way of a draw under supervision of independent auditors. The Promoter or their agents will endeavour to contact the prize winners on the telephone number and email address provided. If, however, they cannot be reached three attempts made within one week of the organisers trying to contact them, the prize will be forfeited and another winner/finalist will be selected in accordance with the Promotion rules via a random draw.
7. Instant Prizes
 - 7.1 Instant prize winners will be drawn randomly throughout the competition.
 - 7.2 Winners will receive an SMS with a unique pin code and a number to call to redeem their reward if they are a lucky winner.

Prizes -

This reward is valid until 30/04/2019.

1. Transport to and from the venue is not included in this reward, and is for the winners own account.
2. Photocopied, illegible or defaced vouchers will not be accepted.
3. The offer is not transferable, for sale or re-sale or redeemable for cash.
4. Calls made into the call center are charged at standard share call rates.
5. Data charges, required for any download and/or use of a reward/benefit, are never included. These charges are for the participant's own account.
6. The reward and/or voucher is not exchangeable for cash or for sale.
7. Participating Reward Partner venues are all contracted to participate in the Promotion. The Promoter, its agents and distributors cannot be held responsible for any subsequently declining acceptance of the Reward and/or voucher for reasons of their own.

8. The Promoter their agents and distributors cannot replace any lost Reward codes and/or vouchers (“Reward Voucher”).
9. The Reward Voucher can only be used once and allows for only one Reward to be redeemed per booking made.
10. All other persons accompanying the Participant will be required to pay the full price, and all future bookings will be charged at the full price.
11. Participating Reward Partner venues are all contracted to participate in the Promotion. The Promoter and their agencies cannot be held responsible for any subsequently declining acceptance of the Reward Voucher for reasons of their own.
12. The Reward Voucher cannot be used in conjunction with any other promotional offers.
13. The Promoter reserves the right to substitute any Reward for a Reward of the same or similar value.
14. The Promoter, its agents and distributors accept no liability whatsoever for the misuse of the Reward Voucher, and are not liable for any personal loss, injury or death at featured Reward Partner venues, and cannot be held responsible for any dissatisfaction concerning quality or availability of featured Reward Partner venues.
15. The Participants acknowledges that any activity carries a higher risk of death or injury and indemnifies the Promoter in full.
16. The nature of the Rewards varies from venue to venue. The Rewards of each venue or supplier are as stipulated by the individual venue and are non-negotiable.
17. Everyone that enters at a Builders warehouse, Makro or game are only eligible to go into the entry for the 3 trailers
18. Everyone else that enters at any other of the above stores is in the run to order 585 of the family activities – these activities will be spread over the 3 months.
19. Applicants are only capable of winning the designated prize once; conclusively they are incapable of winning again or trying to do so.

Grand Prize/s

1. There will be 3 of Camp Master Mini Off Roader + 1.3 jnr tent grand prizes.
2. The Grand Prize consists of a Camp Master trailer that comes complete with an attachable 1-2 man tent that is packed and sealed within the trailer and is suitable for most road types and outdoor camping/exploration activities. The trailer comes equipped with the tent that firmly assigns itself with the trailer forming an overall single, combined unit.
3. The winner will be required to comply with all CPA regulations, failure to do so will result in the prize being forfeited.
4. The prize offering may differ from the image reflected on in store POS elements

Instant Prizes

5. There are 585 instant rewards.
6. The instant reward entitles the bearer to a family activity for 4 offered by the selected venue.
7. The instant reward is valid until 30/04/2019.
8. All bookings must be made in advance and using the Call Centre. (This is essential and a pre-requisite for Reward redemption).

9. The winner is required to give 7 days' notice in order for a booking to be made.
10. The adventure activity reward voucher entitles the bearer and three others to one family adventure activity, which allows four people free entrance at any of the participating venues.
11. The nature of the free activities varies from venue to venue. The adventure activities offered are as stipulated by the individual venue and are non-negotiable.
12. The Participants acknowledges that any activity carries a higher risk of death or injury and indemnifies the Promoter in full.