

Makro competition rules

Energizer promotional competition

- 1 This promotional competition is organised by Makro (Masstores (Pty) Limited, trading as Makro SA (registration number: 1991/006805/07)) and Energizer (registration number:)) ('the promoter/s').
- 2 The competition commences on 17 October 2016 and ends on 31 December 2016.
- 3 For the purpose of this competition "customer" or "you" means the natural person, whose name, contact telephone number and South African Identity number are reflected on the Makro SAP Customer Relationship Management system ("SAP CRM 7 system") at the time of the draw and whose details are attached to the Makro card used to purchase the product of the participating brand from Makro.
- 4 All commercial customers must take note of the fact that the prize will be awarded to the natural person as stipulated in these rules and that the prize will not be awarded to any legal entity. It is therefore the customer's obligation to ensure that the correct people's details are recorded on the SAP CRM 7 system to represent the legal entity.
- 5 Entry into the competition is automatic, using your details and the actual purchasing data on the Makro SAP CRM 7 & BI systems and you will be entered provided that:
 - 5.1 you are a natural persons over the age of 18;
 - 5.2 you are in possession of your valid South African ID book;
 - 5.3 your complete, accurate and up to date name, contact telephone number and South African identity number are captured and appear on the Makro SAP CRM 7 system;
 - 5.4 your identification can be verified through your South African identity book;
 - 5.5 you are not a director, member, partner, employee, agent or consultant to Makro or Energizer, or any marketing service provider in respect of the promotional competition or any other person who directly or indirectly controls or is controlled by the promoter/s or suppliers of goods or services in connection with this competition, or the spouse, life partner, parent, child, brother, sister, business partner or associate of such a person;
 - 5.6 it is not unlawful to supply the prize to you in terms of any legislation or public regulation and Makro 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 TV license to Makro before they can hand over the prize).
- 6 Your entry into the competition means that you agree and understand that you will stand a chance to win a prize only and that there is no guarantee that you will be receiving any prize.
- 7 You will be automatically entered into the draw when you purchase any alkaline power family pack from any participating Makro store during the Competition Period.
- 8 No person may win more than one Prize in this Competition.

- 9 There will be a Harley –Davidson worth R100 000.00 (a hundred thousand rand) to be won across all participating stores.
- 10 The winner of the prize must have a valid SA Driver's license and /or a valid motorcycle license. Licensing and registration will be processed once a winner has been drawn.
- 11 The winner/s will be randomly selected from eligible entrants for the relevant period, one week after the closing date of the competition. An independent third party will select the winner(s).
- 12 Although we have taken care to make sure that the prize/s is/are of a good quality, we do not give any warranties about the prize/s and you agree to accept the prize/s "as is". Subject to applicable law, you also indemnify us against any damages that anyone may suffer as a result of the prize/s or this competition, including consequential and economic loss.
- 13 The purchase price, excluding VAT and excluding the price of any returns of qualifying products as reflected in the Makro SAP BI system will be utilised to determine the consumer's expenditure for purposes of entering the competition.
- 14 The consumer's entry will be withdrawn if any goods purchased in connection with the competition be returned by the consumer.
- 15 Subject to these rules, the person/s whose Makro card number is drawn and whose details appear on the SAP CRM 7 system against that card number, will be the winner/s of the prize, provided that the person/s was/ were eligible to enter into the competition in terms of clause 5.
- 16 It is your responsibility to ensure that your personal contact details captured on the SAP CRM 7 system are complete, accurate and up to date.
- 17 The winner/s of the prize/s will be notified by Makro on the contact details on the SAP CRM 7 system recorded against the selected card number within 2 weeks of the competition closing date. Once the winner/s has/have been contacted, their details will be published on the Makro website. If the contact number on the SAP CRM 7 system does not exist or does not belong to the chosen winner/s, a new winner will be redrawn immediately under the same conditions. If the winner/s contact number/s is/are repeatedly engaged, just ring/s or go/es to voicemail, Makro may in its discretion re-draw a new winner.
- 18 The winner/s of the prize/s must collect their prize/s from a Makro store, at a time arranged with the Makro representative, within one month of being notified, failing which they will forfeit the prizes, and in which event, Makro reserves the right to re-draw a new winner .
- 19 The value of the prize includes VAT
- 20 In order to be eligible to win a prize, customers must not have issued dishonoured cheques, or have overdue payments due to Makro at the time of the draw.
- 21 Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. Makro and it's associates if applicable, will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not.

- 22 The prize/s is/are not transferrable and may not be deferred, changed or exchanged for cash or any other item.
- 23 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/s will be liable therefore, and Makro will not increase the value of the prize/s to compensate for such charges.
- 24 The winner/s name, card number and town/city will be published on the Makro website and other media. Makro may also decide to publish the winner's image or require that the winner participate. The winner/s may also be required to have their image published and/or to participate in marketing activities, but the winner may refuse both of these from happening.
- 25 Makro reserves the right to vary, postpone, suspend, or cancel the competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which Makro reasonably deems necessary.
- 26 In the event of a dispute, the decision of the competition judges is final and binding and no correspondence will be entered into.
- 27 If the winner/s fail/s to comply with any of these rules or the terms of acceptance of the prizes, or if they refuse to sign the Makro winner/s declaration or the Makro winner/s prize acceptance form, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which Makro and its associates may have, the winner will be automatically disqualified and will forfeit the prize.