

Competition Terms and Conditions

1. **ELIGIBILITY** a This Competition is conducted by Energizer SA ("the Organiser") and is open to everyone living in S.A., except directors, members, agents, employeesA and immediate family members of any employees of the Organiser, its advertising agencies, advisors or suppliers.
2. **ACCEPTANCE** a By entering the Competition all participants and winners agree to be bound by these rules, which will be interpreted by the Organiser, in its sole discretion and its decision regarding any dispute will be conclusive, final and binding and will not be challenged on any grounds, including without limitation, the grounds that the Organiser failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles of procedural fairness.
3. **HOW TO ENTER** –
 - 3.1. This Competition starts on Monday 28 November 2016 and will close on Friday 09 December 2016. Hereafter known as "the Period".
 - 3.2. Entrants can enter any number of times and entrance is free. However no one (same) person can win more than one prize from Energizer SA in a period of six months.
 - 3.3. To enter the Competition, all Entrants must comply with the Competition by doing the following:

Buy any Energizer flashlight products

* Retain your proof of purchase.

Post a photo on Energizer's Facebook promotion of what you'd cook on the world's longest lasting braai-

https://www.facebook.com/EnergizerSouthAfrica/?hc_ref=SEARCH&fref=nf

4. **DRAW** –

4.1 The prize winners will be chosen in the following manner:

4.1.1 Two winners will be chosen from the competition post. The winners will be notified via Facebook inbox message by 12 December 2016.

4.1.2 Each winner will receive a Weber Braai worth R5000.

4.2 Organiser reserves the right to disqualify a winner/s if they do not respond to a telephone call and email to them within 1 day of notification thereof and in such event a randomly selected replacement winner from the Competition entries will be chosen. In such circumstances, the replacement winner shall be contacted by the Organiser by telephone and emailed as soon as reasonably practicable and shall be required to respond to Organiser in the manner set out in such email. In the event that the replacement winner fails to respond to Organiser as required then the provisions of this clause shall apply to that new winner in the same way as if they were an original winner.

4.3 Prizes are not transferable and there is no cash alternative unless otherwise stated. The Organiser reserves the right to substitute a prize with any other prize of equal value to the prizes offered herein, at its sole discretion.

5 **JUDGING** –

5.1 The decision of Organiser is final and Organiser shall not enter into any correspondence about the result. Organiser accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered.

5.2 Entries that do not comply with these terms and conditions will be disqualified.

5.3 Organiser shall not be liable for any disruption to the Competition, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event

of any disruption to the Competition the Promoter shall use its reasonable endeavours to remedy the disruption and resume the Competition on a fair and equitable basis to the Entrants.

- 5.4 By entering this Competition you agree to be bound by these Terms and Conditions. Any breach of the terms and conditions may, at Organiser's absolute discretion, result in forfeiture of any prize.

6 **PERSONAL DATA** – You will be asked to provide your (full name, email address and other related information; amongst others). The Organiser and its Organiser affiliate collect and will use your personal data listed hereby in order to enable your participation in this Competition and related online activities. Your personal data will be used exclusively for the Organiser's, its affiliates and subsidiaries' marketing purposes and, by participating in the Competition, you expressly consent to the transfer, storage and processing of the data in South Africa. We keep it to fulfil the purposes for which it was collected or as required by applicable laws or regulations. We will not use your personal information for a different purpose without first asking your permission. We may share your personal information with any Organiser subsidiary worldwide, or with authorized third parties. We do not allow third parties to use your personal information for a different purpose.

7 **OWNERSHIP AND PUBLICITY -**

7.1 Organiser does not claim ownership of your submission to the Competition; but by submitting an entry, you are granting Organiser and its affiliated companies the following worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid-up rights: (1) to make, have made, use, copy, reproduce, modify, and create derivative works of the contributions, (2) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, offer to sell and sell, rent, lease, or lend copies of the contributions (and derivative works thereof), (3) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, and (4) to publish your name or alias in connection with this Competition and your contributions.

7.2 Entrants understand and agree that their submission may be posted and publicly viewable. By providing a submission, you grant Organiser and its affiliated companies the right, except where prohibited by law, to use your name for Competition purposes in promoting or publicizing the Competition, including right to name the winner(s) of the prize(s) in public. Organiser, however, does not have any obligation to use the winning Entries for any purpose.

7.3 The winner/s hereby agrees to allow the Organiser's, to require the winner/s (at no fee) to be identified and a photograph taken and published in printed media, or to appear on radio and television, when accepting their prize(s). All entries become the property of Organiser.

7.4 Details of the winner/s may also be announced on the Organiser's website and any other media properties that it chooses. Organiser, acting reasonably, retains the right to delay the timing of the publication of the winners of the Competition.

7.5 By entering this, the Organiser reserves the right to communicate with you at any given time during and after the campaign and you may opt out or de-register at any time

8 **INDEMNITY** - All Entrants and winners indemnify the Organiser, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or loss howsoever arising, including but not limited to wilful misconduct or negligent act or omission arising from their participation in this Competition.

9 **RELEASE OF LIABILITY -**

9.1 The Organiser reserves the right to terminate the Competition at any time.

9.2 Organiser cannot accept any responsibility for entries not received because they have been lost, or delayed in the post or not received due to interrupted internet connections or miscommunications, or other electronic malfunctions or not received due to lost, late, mutilated, illegible, incomplete entries. Any entries found to be duplicate or fraudulent will result in the Entrant being excluded from the Competition. By participating, all Entrant's release Organiser, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the

development and execution of this Competition from any and all liability with respect to and in any way arising from participation in this Competition, acceptance or use of prizes. Entrant's also agree that Organiser, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this Competition are not responsible or liable for any injury or damage to a Entrant's or third person's computer related to or resulting from the Competition, the submission and/or its prizes. Organiser is not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an Entrant's participation in the Competition or downloading of information in connection with the Competition. Organiser reserves the right to modify or cancel the Competition in the event that any portion of any website used to administer any aspect of the Competition becomes technically corrupted.

- 9.3 Organiser assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Organiser is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Organiser on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition.
- 9.4 Entrant's agree that Organiser and its subsidiaries (including the Organiser), as well as Organiser Corporation's or its subsidiaries' advertising and Competition agencies, and all of their respective officers, directors, employees, representatives and agents will have not liability whatsoever, and will be held harmless by winner(s) for any injuries, losses or costs or damage of any kind resulting in whole or in part, directly or indirectly from acceptance, possession, misuse or use of a prize or parts thereof, or from participation in this Competition.
- 9.5 Organiser's entire liability and your sole and exclusive remedy will be limited to a distribution of the equivalent amount of prizes as set forth above. By participating in the Competition, you waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) month after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

10 FACEBOOK –

10.1 This Competition is in no way organized, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Organiser and not to Facebook. The information you provide will be used for email/sms communications for future Competitions.

10.2 Any questions, comments or complaints regarding the Competition can be directed to the Organiser and not to Facebook.

11 Instructions form part of the Terms and Conditions.

12 Organiser reserves the right to change any of these terms and conditions at any time, without any notice being given to those participating.

Privacy Policy

14 Privacy

- 14.1 Energizer SA ("the Organiser") treats all information collected as confidential. The Organiser privacy policy outlines how the Organiser collects this information and uses it throughout your interactions with the Organiser.
- 14.2 Information is collected by specifically requesting it from you, this occurs when you enter the Competition.

15 Use of information collected on the site

- 15.1 The Organiser wants to help you maintain your privacy on the Internet.
- 15.2 The Organiser will treat your information in total confidence and will only share your information with our affiliates, investors, alliance partners and agents and will not sell, share or rent this information to any other third parties.
- 15.3 The information which the Organiser collects from you may be used for a variety of reasons, such as establishing the general demographics, statistics or market information or to compile a broad profile of visitors who engage with the Organiser.

16 Competition Emails

- 16.1 You will automatically be added to the Organiser's mailing list and the Organiser will notify you of new services or specials, which may be of interest to you.
- 16.2 From time to time the Organiser will email you information about the Organiser or our partners, if you do not wish to receive this e-mail you can opt out as provided for in the email.

17 Cookies

- 17.1 The Organiser uses cookie technology. Cookie technology consists of tiny piece of data that is stored on your computer's hard drive and which contains information about you, so that next time you visit the site the Cookie reminds the Organiser of who you are, enabling us to achieve our goal of providing a valuable online experience to you.
- 17.2 You can, however, set up your Internet browser to disable this cookie technology.

18 When the Organiser will disclose information

- 18.1 The Organiser may disclose information if required to do so by law or if it is required to protect the safety of the Organiser's customers or the public, or if the Organiser believes that such action is necessary to protect and defend our rights or property, the site or the Organiser customers.

19 Storage of information

- 19.1 Information collected by the Organiser via the site is stored in a secure operating environment that is not available to the public.

20 Right to amend this policy

- 20.1 The Organiser reserves the right to amend this privacy policy at any time.