

## **ENERGIZER Batteries Terms and Conditions**

1. **Who is the organizer:** This competition is organized and run by Energizer South Africa (Limited) with the assistance of The Creative Counsel (Pty) Ltd (hereinafter referred to as “the Promoter”).
2. **Who Can Enter:** The competition is open for entry to all residents of South Africa that are aged 18 years and older, subject to the conditions below.
3. **The law:** This competition shall be conducted in accordance with the provisions of section 36 read with Regulation 11 of the Consumer Protection Act No. 68 of 2008.
4. **Exclusion:** directors, members, partners, employees, agents of, or consultants to Energizer South Africa Limited and/or its subsidiaries including the Promoter, their promotional partners and printers, their advertising and promotional agencies, suppliers of goods or services in connection with this competition or any other person who directly or indirectly controls or is controlled by Energizer South Africa Limited and/or the Promoter or marketing service providers in respect of this competition, or any of the aforementioned persons' immediate family, including spouses, life partners, parents, children and siblings, business partners, or associates of a director, employee or agent of, a consultant to the Promoter are not eligible to participate or enter this competition. The competition is not open for entry by or on behalf of a legal entity.
5. **Competition Period:** The competition runs from 01<sup>st</sup> May 2017 and will end on 31 July 2017. No late entries will be accepted.
6. **How do I participate and enter?** To participate and enter the competition, consumers are to purchase any one of the Energizer Batteries promotional packs at any of the leading Retailers in South Africa Nationally. On purchase, consumers will be provided with the SMS line code being **33448**. Consumers may enter electronically. Other requirements for entering will be that consumers must enter the competition with their **OWN** cellphone, which will relate to their own cell number. Consumers must also keep the promotional pack for proof of purchase. SMS's charged at R1.50 per entry. Every promotional pack will allow one entry into the competition. Consumers may purchase, as many packs as they deem fit and there will be no limit to the amount of entries.
7. **Winners:** The 10 (Ten) winners will be chosen randomly by lucky draw. 10 Winners will be drawn 02 August 2017. Should the competition draw be postponed to another date for any reason whatsoever, the new draw date will be published on the Energizer website with address being: [www.energizer.co.za](http://www.energizer.co.za), within 4 (four) days after the original draw date. The random entry drawn will be independently audited by an independent accountant, registered auditor, attorney or advocate to establish whether it meets the competition qualifying criteria and if so that entry will be the competition winner (the

“winner”), subject to us being able to contact that winner. If the qualifying criteria are not met further random draws will take place until a randomly selected valid entry meets the eligibility criteria. The winners will be notified telephonically by the Promoter within 48 (forty eight) hours of the random draw taking place but in any event no later than within 72 (seventy two) hours of the draw taking place. The Promoter will send notification to the winners via telephone. The winners will also be announced on the Promoter’s competitions webpage located on the Energizer SA Facebook page. All winners will be contacted a maximum of three times. Should the winner(s) not be reached, a secondary draw will be done.

8. **When will I know?** The winners will be notified within 48 (forty eight) hours of each draw as stated in clause 7 via telephone.
9. The winner may be asked to participate in marketing activities as well as promotional elements that may be associated with the competition, including having his/her photograph taken, but he/she will be entitled to decline to do so.
10. **The Prize:** One of 10 MasterCard Cash Card valued at R36 000. The prize will only be the R36 000 and R1 500.00 will be available every month for 24months. The winner will be required to send through a Certified Copy of their ID via email, whatsapp or fax. The Certified Copy of their ID may be emailed to [callcentre@tccfusion.co.za](mailto:callcentre@tccfusion.co.za) or sent via WhatsApp to 0714704329 or Faxed to 086 733 8659 as advised in the SMS.
11. **Winner Draw:** 10 Winner will be drawn on Wednesday 02<sup>nd</sup> August 2017
12. This must be done within 48hrs of the participants being called to say they have won. Failing which the prize will be forfeited.
13. Once the participant's stamped letter of their Banking details and Certified Copy of their ID is received by TCC Fusion, the participant will be contacted on their cell number and requested to verify their details and informed of when they will receive their prize of R3000. If the participant is not contactable after 2 attempts, the prize will be forfeited.
14. The participant will be contacted on their cell number and requested to verify their details and informed of when they will receive their MasterCard Cash Card of R36 000 of which R1 500.00 will be available every month for 24months. If the participant is not contactable after 2 attempts, the prize will be forfeited.
15. **Cash for Prizes?** Prizes are not transferrable and cannot be exchanged.
16. Unclear, illegible or incorrect information provided by the consumer will be declared as invalid and will result in the consumer’s entry becoming invalid.

17. Should technical failures result in an invalid promotional entry neither Energizer South Africa (Limited) nor the agency or Promoter or any of their affiliates or the participating partners will be held liable.
18. Energizer South Africa (Limited) reserves the right to substitute the prize with an alternative prize of the same commercial value should a situation arise that is beyond Energizer's control.
19. The Promoter reserves the right to amend, modify, cancel or withdraw any aspect of this competition in its sole discretion at any time without notice or liability. The Promoter and Energizer South Africa Limited cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants of this competition agree that the Promoter and Energizer South Africa Limited will, subject to prevailing law, have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of the prize, or from participation in this competition. The laws of the Republic of South Africa govern this competition. If any provision or part of these Competition Rules is deemed void or otherwise unenforceable in law, then that provision or part shall be deemed excluded and the remainder of these Rules shall remain in force. Any violation of these Competition Rules will result in the immediate disqualification of the transgressing participant from the competition.
20. Energizer South Africa (Limited) reserves the right to extend, shorten or suspend the time period of the Competition whenever it should so choose for technical, commercial, or operational reasons, or for the greater public good, or due to a "force majeure" or generally for any reason whatsoever within its sole discretion, as long as the participants are notified in a manner that is expedient according to its best ability.
21. Energizer reserves the right to terminate this promotion and/or competition immediately at any stage, whether required as a result of changes in legislation, or if required by any national, provincial or municipal authority, or within the sole discretion of the company for any reason whatsoever. Notice of such termination shall be published on the competition website. In such an event, all participants waive any rights that they may have/purport to have in terms of this competition, and acknowledge that they will have no recourse against the organisers whatsoever.
22. The Competition, its prizes, and any rules / conditions surrounding it may be amended by reasonable notification at any time during the competition, and will be applied and interpreted at the sole discretion of Energizer South Africa (Ltd).
23. Such altered rules and prizes shall become effective immediately after being altered or on such date as may be determined by Energizer South Africa (Ltd).

24. No entrants shall have any recourse against Energizer South Africa (Ltd) or the Promoter as a result of the alterations of the rules or prizes.
25. Subject to the provisions of the Consumer Protection Act, the prize winner accepts the prize at his/her own risk. The winner will be required to sign a form of acceptance when claiming the prize.
26. Energizer South Africa (Ltd) shall not be liable for any damage, death, loss or injury resulting from the delivery and transportation of the prize.
27. Neither Energizer South Africa (Ltd) nor the Promoter shall be liable for any technical faults of the prize(s).
28. By entering this competition consumers/participants are agreeing to the aforementioned terms and conditions and hereby agree to have their particulars published in relevant media as well as to receive future promotional advertising.
29. The judges' decision is final and binding, no correspondence will be entered into.
30. By entering this competition all consumers/participants agree to be bound by these terms and conditions, which will be interpreted by the organisers and the organisers' decision regarding any decision will be final and binding and no correspondence will be entered into.