

## Energizer Promotion Terms and Conditions

### 1. General

- All persons (“**Participants**”) entering the Energizer rewards (“**Promotion**”) agree that the Promotion rules, as set out in these terms and conditions (“**Terms and Conditions**”), shall apply and are binding on them.
- TLC Marketing Worldwide (Pty) Ltd (“**TLC**”) and Energizer (Pty) Ltd, (“**Energizer**”) in respect of the Promotion for purposes of these Terms and Conditions.
- A copy of these terms and conditions is available on [www.energizer.co.za](http://www.energizer.co.za)
- This Promotion commences on **1 April 2018 to 31 July 2018**, subject always to any termination thereof by the Promoters as contemplated in these Terms and Conditions.

### 1. Qualifying criteria

- You live in the Republic of South Africa;
- You have a valid Identity number/Passport number
- You purchase a qualifying products: Refer to document ENR\_Midyear promotion battery sku's 12.04.2018

### 2. Rewards

Subject to purchasing a qualifying product, qualifying participants in accordance with the Terms and Conditions of this Programme are able to choose any of (“**the Rewards**”) utilising the WhatsApp line (079 756 8154).

- Dining membership: 2-4-1 dining
- Movie Tickets: Buy one get one free

#### Dining Membership

- The Dining Card is valid for 12 months from when it is activated and it entitles the member to eat at selected restaurants throughout South Africa and get the cheaper of the two main meals at a discounted rate. A maximum discount of up to R100.00 (One Hundred Rand) will apply.
- This offer is limited to GoDining active members only that reside in South Africa aged 18 and over.
- The GoDining benefit entitles the member to the cheaper of the two main meals at a discounted rate. A maximum discount of up to R100.00 (One Hundred Rand) will apply.
- The GoDining benefit can be used multiple times in one day but not more than once in the same restaurant on the same day.
- Only one GoDining card may be used per dining group.
- This offer may exclude Public Holidays and other Special Occasion days such as Valentines, Father’s and or Mother’s Day but not limited to these.

- The GoDining benefit can be used at all participating restaurants, advance booking is necessary at all locations.
- Customers are required to contact GoDining concierge prior to dining
- Go to [www.go-dining.co.za](http://www.go-dining.co.za) for full Terms and Conditions.

### **Movie Ticket**

- Nu Metro: Buy 1 get 1 free visit [www.numetro.co.za](http://www.numetro.co.za) for Terms and Conditions.
- Payment must be made on the pay portal. Once payment has been made 2 2D Nu Metro movie voucher pins will be sent to the chosen mobile number
- On completion the tickets can be booked at any of the below listed Nu Metro Cinemas Nationwide (with the exclusion of Hyde Park, Park View and Bedford and VIP viewing Cinema). Participating outlets are:
  - Gauteng**
    - Clearwater
    - Emperors Palace
    - Key West
    - Trade Route
    - The Glen
    - Menlyn
  - Free State**
    - Loch Logan
    - Welkom
  - Kwa Zulu Natal**
    - Galleria
    - The Pavilion
  - Western Cape**
    - Canal Walk
    - Grandwest
    - V&A
    - Worcester
  - Eastern Cape**
    - Boardwalk
    - Walmer Park

### **6 Night City Getaway Lucky Draw**

- All entrants who participate in the Energizer promotion and successfully comply with the Terms and Conditions have the opportunity of winning 1 (one) 6 (six) Night City Getaway for 2 (two) Adults and 2 (two) children.
- The prize is 1 x trip for 2 Adults and 2 Children with one of preferred travel partners which includes:
  - 6 Nights self-catering accommodation
- Excluded from the prize:

- Transport to and from the destination
  - Meals and Beverages
  - Sightseeing
  - All items of a personal nature
  - Gratuities
  - Hotel taxes payable direct if applicable
  - Spending money
- The grand prize winner will be selected via a lucky draw in the month of August 2018 and Winners will be required to Travel before 30<sup>th</sup> November 2018 excluding high seasons and peak periods.

### 3. **Mechanic**

Once purchasing a qualifying product WhatsApp an image of your till slip to 079 756 8154. Once the till slip has been verified you will be able to select your reward.

### 4. **Exclusions and other Important Terms**

- Rewards cannot be exchanged for an alternative Reward once the participant selects one of the rewards. The Organisers decision is final and no negotiations or correspondence will be entered into.
- The Organisers reserve the right to replace the offer with one of equal or greater value. Rewards are subject to change. Updates on rewards will be notified on the microsite.
- For any queries on the programme, please contact TLC via email on [energizer@tlcrewards.com](mailto:energizer@tlcrewards.com) or Telephonically 011 676 7787
- Office hours are between 08h30 – 16h30, Monday to Friday (excludes weekends and public holidays)
- All Rewards partners' terms and conditions, as provided to the Participant at the time that the relevant Reward is redeemed, shall also apply in respect of such Reward, and the Participant, in redeeming and utilising the Reward, agrees to such terms and conditions.
- Rewards cannot be redeemed for cash in part or whole and is non-refundable, non-transferrable and non-exchangeable.
- One (1) entry per mobile number
- The Rewards may not be allocated if the entry procedures or these Terms and Conditions have not been adhered to, or if the Promoters detect and/or suspect any irregularities or fraudulent practices.

- The Promoters will continuously monitor any irregular behaviour, whether it be in entries and/or Participant's details. Consequently, any violation or attempt and/or suspicion of violation or irregular behaviour and/or non-compliance with these Terms and Conditions will result in immediate disqualification of the Participant. These Terms and Conditions contain certain provisions which appear in similar text style to this clause and which:
  - i) May limit the risk or liability of the Promoters or a third party; and/or
  - ii) May create risk or liability for the Participant; and/or
  - iii) May compel the Participant to indemnify the Promoters or a third party; and/or
  - iv) Serves as an acknowledgement, by the Participant, of a fact.
  - v) The Participant cannot be a juristic entity and must be an individual;
  - vi) The Participant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
  
- Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoters in terms of the Consumer Protection Act, 68 of 2008 ("**CPA**").
  
- The Participant acknowledges that he/she has been given an appropriate opportunity to first read these Terms and Conditions and that he/she understands and accepts these Terms and Conditions.
  
- Be a natural person and not a juristic entity, which juristic entity includes, but is not limited to a Business to Business [B2B] partner, cross border partner or retail partner. I.e. The product must be purchased in the consumer's name.
  
- Purchase any of the Qualifying Products from a participating store while stocks last and delivery of qualifying products has to take place by 31 July 2018.
  
- All Participants participate entirely at their own risk. By reading and accepting these Terms and Conditions, the Participant gives consent to these risks and hereby indemnifies and holds harmless the Promoters, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Program and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any of the Promoters.
  
- 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 at any venue(s) arising, directly or indirectly, out of the use of the Reward.

- The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any Reward nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.
- The Promoters, their directors, employees, agents and distributors, have no responsibility for the administration of the venue(s) in relation to the Rewards and will not accept any liability in relation to the quality, performance or availability of goods and/or services at such venues or related to the Rewards.
- The qualifying Participant indemnifies the Promoters, their directors, employees and agents, and holds them harmless in respect of any loss, injury, damage or death (if applicable) caused to the Participant at any venue(s) during the Participant's time spent there in relation to the Rewards.
- The Participant agree to hold the Promoters harmless for any claim made against the Promoters or their respective affiliates by third parties due to the Participant's breach of these Terms and Conditions.
- The Promoters reserve the right to terminate or extend the Program at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Program and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers and nominated agents.
- By entering the Program in accordance with its terms, Participants acknowledge that the Program will be managed in accordance with the provisions of the CPA. Qualifying Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the Reward to the Participant. Should any qualifying Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have rejected the Reward.
- The Promoters reserve the right to vary these Terms and Conditions at any time during the Program Period should the need arise by posting such amended terms and conditions on [www.energizer.co.za](http://www.energizer.co.za). Any queries in this regard, and a copy of these Terms and Conditions can also be obtained on [www.energizer.co.za](http://www.energizer.co.za)
- The Participants indemnify the Promoters, from any and all claims arising howsoever from their participation in this Program.
- The Participants further indemnify the Promoters from any claim should this Program be called off or extended for any reason whatsoever. Consequently, all Participants agree to waive any

rights that they may have in terms of the Program and acknowledge that they have no recourse against the Promoters.

- Without detracting in any way from the Promoters' rights in terms hereof, if required, as a result of a change in legislation or if the Program is declared unlawful, the Promoters reserve the right to terminate the Program immediately and without notice. In the event of such termination all Participants agree to waive any rights they may have accrued in terms of the Program and acknowledge that they have no recourse against the Promoters or their promotional agents.
- Not with standing anything to the contrary contained in these Terms and Conditions, the Promoters reserve the right to amend, modify, change postpone suspend or cancel this Program and any Reward (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters deem necessary. At the end of the Program for whatsoever reason, all of the Promoters' obligations in regard to the Program as well as in regard to the Rewards shall cease to exist.

These Terms and Conditions shall be governed by the laws of the Republic of South Africa.