

## THE ADCOCK INGRAM WOZA SUMMER PROMOTION

### Terms and Conditions Republic of South Africa

Please read the below Terms and Conditions carefully. By participating in this Promotion, you agree to comply with the Terms and Conditions as set out below. If you do not agree with these Terms and Conditions, please **DO NOT** participate in this Promotion. Please refer to this website for the most up to date Terms and Conditions for The Adcock Ingram Double Deal Promotion: [www.wozasummer2019.co.za](http://www.wozasummer2019.co.za)

The Adcock Ingram **Woza Summer Promotion** ("Promotion") is presented by **Adcock Ingram Health Care (Pty) Limited**, Registration number 2007/019928/07 and its agencies ("Organizer"). All participants during the term of this Promotion are bound by the following Terms and Conditions:

#### 1. Promotion Period:

- 1.1. The Promotion shall commence on Tuesday **1 October 2019** at **00h00** and will run until Tuesday **31 December 2019** at **23h59** ("the Promotion Period") in the Republic of south Africa, while products and rewards vouchers last.
- 1.2. The duration of the Promotion may be extended or shortened at the discretion of the Organizer.
- 1.3. The last date for redemption will be Wednesday **15 January 2020** after which the promotion will automatically lapse.

#### 2. To be eligible to participate in this Promotion the participant must:

- 2.1. Be at least 18 years or older and be a legal resident of the republic of South Africa, any person who is under the age of 18 (eighteen) years ("a minor") must obtain their parent or legal guardian's consent, in order to enter and qualify as a Participant for the Promotion (together referred to as "Participants",
- 2.2. Be a natural person and not a juristic person, which juristic person includes but is not limited to a Business to Business (B2B) partner of the Organizer, cross border partner or retail partner of the Organizer
- 2.3. Each Participant hereby gives consent to the Organiser to process their personal information to third parties for the purposes of this Promotion;
- 2.4. The following products and minimum spend qualify for the promotion:
  - 2.4.1. Spend R100 or more Island Tribe Sun Protection:**
    - a) Light Lotions or Cream
    - b) Clear Gel
    - c) Invisible Sprays
    - d) After Sun Cooling Gel
  - 2.4.2. Spend R100 or more GynaGuard**
    - a) Intimate Washes
    - b) Lubricating Moisturizing Gel
    - c) pH Bar

### 2.4.3. Spend R40 or more Bioplus

- a) Energy Drinks
- b) Chews

2.5. Customers to purchase **one (1)** or more participating Adcock Ingram products (refer to 2.4 for qualifying product list) with:

- **A minimum value of R40 (forty rand) on Bioplus participating products referred to in point 2.4**
- **A minimum value of R100 (one hundred rand) on Island Tribe and GynaGuard participating products referred to in point 2.4**

And retain their proof of purchase to redeem **one (1) reward** in accordance with the following:

#### 2.5.1. Tier 1: Purchase one (1) or more Bioplus product valued at R40 or more:

- a) R50 Pamper Voucher
- b) 2 for 1 Adventures
- c) 2 for 1 Days out
- d) R25 Wimpy OR Steers Food Voucher OR R25 Debonair online Food Vouchers

#### 2.5.2. Tier 2: Purchase one (1) or more Island Tribe or GynaGaurd product valued from R100.00 or more:

- a) R100 Pamper Voucher
- b) 4 for 2 Adventures
- c) 4 for 2 Days out
- d) 2 for 1 Movies

## 3. Promotion Entry and Redemption

### 3.1. To redeem rewards as per section 2 of these Terms and Conditions, the participant must do the following:

- 3.1.1. Purchase a participating Adcock Ingram product within the Promotional Period (refer to clause 2.4 above).
- 3.1.2. Visit [www.wozasummer2019.co.za](http://www.wozasummer2019.co.za), by **31 December 2019** in order to create a profile and upload their proof of purchase for validation of their purchase.
- 3.1.3. On completion of the online profile and proof of purchase upload, the participants' entry will be validated and if the entry meets the qualifying promotional criteria an SMS will be sent with a unique code which must be entered on [www.wozasummer2019.co.za](http://www.wozasummer2019.co.za) in order to access the rewards platform.
- 3.1.4. Once the correct unique code is entered on the microsite, participants can proceed to select a reward of their choice, rewards and redemption instructions will be sent via SMS once selected on the microsite.
- 3.1.5. All profile creation and proof of purchase upload must take place before **31 December 2019. Any submissions received after 31 December 2019 will be null and void and the rewards will be forfeited.**
- 3.1.6. Each proof of purchase uploaded will be tallied up and the total amount spent on Adcock Ingram products will determine the reward tier referred to in 2.5 above.
- 3.1.7. Each proof of purchase qualifies for one (1 entry.)
- 3.1.8. Rewards are not transferrable and cannot be exchanged for cash.
- 3.1.9. Employees of Adcock Ingram Health Care (Pty) Limited, Registration number 2007/019928/07 and its agencies ("Organizer"), and members of the immediate family of any such persons are not eligible to participate and redeem rewards. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and

grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

#### 4. The Rewards

4.1. All reward information is available on the [www.wozasummer2019.co.za](http://www.wozasummer2019.co.za) site and in Annexure A of this Terms and Conditions document

4.2. Tier 1 Rewards are:

- a) R50 Pamper Voucher
- b) 2 for 1 Adventures
- c) 2 for 1 Days out
- d) R25 Wimpy OR Steers OR Debonairs online voucher

4.3. Tier 2 Rewards are:

- a) R100 Pamper Voucher
- b) 4 for 2 Adventures
- c) 4 for 2 Days out
- d) 2 for 1 NuMetro Movie Voucher

4.4. All rewards are non-exchangeable and non-refundable for cash.

4.5. Individual reward partner terms and conditions apply.

#### 5. Important considerations for participation in the promotion

5.1. It is the participant’s responsibility to ensure that they receive an SMS response within 48 (forty-eight) business hours of registering on [www.wozasummer2019.co.za](http://www.wozasummer2019.co.za). In the event that no response is received, the participant is required to contact the Organizer on **011 676 7783** or on [wozasummer@tlcrewards.com](mailto:wozasummer@tlcrewards.com) no later than **15 January 2020**. If the participant does not follow this process and does not receive a response, their entry will not be considered. If the Organizer has not received feedback, the Organizer will assume that the participant has received an SMS response. Any participant who has unsubscribed from receiving marketing SMS from the Organizer may not receive the SMS and it is the participant’s responsibility to notify the Organizer on **011 676 7783** or on [wozasummer@tlcrewards.com](mailto:wozasummer@tlcrewards.com)

5.2. The Organizer will not be held responsible for response SMS’s not received by participants.

5.3. The participant will be required to upload a valid proof of purchase detailing a qualifying Adcock Ingram product purchased within the Promotional Period. All images uploaded need to be clear with all necessary information visible.

5.4. Only 1 proof of purchase may be uploaded per entry.

5.5. In the event that an uploaded image does not conform to the Organizer’s requirements, the participant will be required to resubmit the correct image. All resubmissions must be completed by **31 December 2019**.

5.6. If the contents of the participant’s online submission are not verified for whatever reason, the participant will not receive their Reward. The responsibility to ensure that they provide the correct information to facilitate the correct entry rests with the participant.

5.7. If multiple products are purchased and the total value of the products purchased is less than

R50.00, the participant will not qualify for a reward. If a participant does not complete the profile creation and the proof of purchase upload, they will not be eligible for a reward.

- 5.8. If by **15 January 2020** a qualifying participant has not received their digital voucher via SMS, they will be required to contact the Concierge Service on **011 676 7783** or on [wozasummer@tlcrewards.com](mailto:wozasummer@tlcrewards.com).

## **6. General:**

- 6.1. The Organisers, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter the Competition.
- 6.2. In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion and in accordance with clause 8.1 below.
- 6.3. Participant's acknowledge and accept that the Organizer shall utilize a third party (the "Organizer's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Reward. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 6.4. Details of participants will not be used by the Organizer for Adcock Ingram related communication should the participants opt-out to receive further communication from the Organizer.
- 6.5. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 6.6. The Organizer may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organizer's website [www.wozasummer2019.co.za](http://www.wozasummer2019.co.za)
- 6.7. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 6.8. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 6.9. Save as permitted by Law, the Organizer reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation, termination or termination shall be deemed to have taken effect from the date of publication on the Organizer's website [www.wozasummer2019.co.za](http://www.wozasummer2019.co.za)
- 6.10. No liability shall lie against the Organizer in favor of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 6.11. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion. Where there is a conflict between the Terms and Conditions

of the Organizer and those of the authorized participating stores, the Terms and Conditions of the Organizer shall prevail.

- 6.12. The Organizer and its agencies reserve the right to correct any errors and omissions. These Terms and Conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 6.13. Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 6.14. The Organizer accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Reward owing to, but not limited to, stock unavailability, strike, lock out, destruction of products or the Reward on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 6.15. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - 6.15.1. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
  - 6.15.2. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 6.16. Any fraudulent behavior will result in an immediate cancellation of the participant's submission, and the Organizer reserves any rights in law to pursue appropriate compensation and / or institute criminal proceedings. The Organizer accepts no responsibility for incomplete, lost, misdirected, illegible, late, or altered registrations or uploads. Registrations or uploads that do not comply with these Terms and Conditions will be disqualified. The Organizer reserves the right to investigate any participant's actions regarding any aspect of the Reward and the redemption thereof.
- 6.17. Any participant who returns a product purchased during the Promotion Period forfeits their Reward. Regarding the Promotion returns policy, where participants purchase qualifying products and return these products to the participating retailer, the following rules will apply:
  - 6.17.1. A participant returns or exchanges their purchase for any reason whatsoever with the participating retailer after the registration and upload process of the Reward, the participant must contact the Concierge Service on **011 676 7783** or on [wozasummer@tlcrewards.com](mailto:wozasummer@tlcrewards.com) to cancel their registration and upload and acknowledge that they are no longer able to claim the reward corresponding to the product model code returned;
  - 6.17.2. If the participant has already redeemed the reward and then returns or exchanges their purchase, the Organizer reserves the right to claim back the value of the reward from the participant.

## **7. Limitations of Liability:**

### **7.1. Except to the fullest extent permitted by relevant law, Adcock Ingram and the Organizers shall not be liable for:**

- 7.1.1. The restrictions on liability in this clause apply to every liability arising under or in connection with these Terms and Conditions ,including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.1.2. loss of business, profits, revenue, anticipated savings, (even where the same arise directly from a breach of these conditions);

- 7.1.3. special, direct, indirect or consequential losses or damages , even if foreseeable by or in the contemplation of Adcock Ingram; or
- 7.1.4. any claim made against participants by any other person; and
- 7.1.5. Except as expressly stated herein all conditions and warranties, implied statutory or otherwise, and are hereby excluded to the maximum extent permitted by law.

**8. Consumer Protection Act:**

- 8.1. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

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