

[TRACE x Durex Shoot Your Shot Campaign]

TRACE TV x Reckitt Benckiser Pharmaceuticals (Pty) Ltd 2019 – Competition Terms and Conditions/Rules

- 1. Application and Promoters:** Please read the Competition Terms and Conditions (“**Terms**”) carefully. These Terms apply to all persons entering TRACE x Durex Shoot Your Shot (“**the Competition**”) conducted by Reckitt Benckiser Pharmaceuticals (Pty) Ltd situated at 8 Jet Park Road, Elandsfontein, Boksburg, South Africa, 1459 and TRACE TV situated at 7 Keyes Avenue, Rosebank, Johannesburg collectively referred to as “**the Promoters**”.
- 2. Terms:** Instructions on how to enter the Competition, including all rules, mechanics, procedures, directions and prizes all form part of these Terms. If you take part in this Competition, you expressly agree to be bound by these Terms and accept that the Promoters’ decision is final and that no correspondence will be entered into. Entry implies acceptance of these Terms.
- 3. Eligibility:** The Competition is open for entry to all citizens and legal residents of South Africa and Zambia (provided that the participant is also a resident in South Africa and Zambia at the time of winning and receiving any prize herein), who at the time of entering the Competition are over the age of 18 (eighteen) years, and are in possession of a valid South African Identity Document (in the case of residents, a valid passport, and necessary residency permission). Persons that are excluded from entering the Competition include any person who is a director, member, partner, employee or agent of, or consultant (“**Associates**”) of the Promoters and/or Reckitt Benckiser Plc. and any of its subsidiaries, or any other person who directly or indirectly controls, is employed by or is controlled by the Promoters, and/or immediate family members of Associates, who are indirectly or directly connected to or employed by any party in the aforementioned capacities or relationships, their advertising agencies, manufacturers, distributors or packagers identified by the trademarks owned by or licensed to Reckitt Benckiser Plc. and each of their affiliates, and/or promotion agencies, outlet owners, retailers and wholesalers that form part of the Competition, their immediate families or anyone who within a period of 183 days preceding this Competition has won any Competition organised, promoted, or conducted by the Promoters or who resides at the same address as such a winner, or uses the same contact details to enter this Competition. The Competition is not open for entry by or on behalf of a

legal entity and participants cannot use the account of a legal entity to enter the Competition. All of the aforementioned are hereinafter referred to as “**Disqualified Persons**”. The Competition will be limited to the Republic of South Africa.

4. **Mechanic:**

To enter the competition all you have to do is:

1. Upload a 30 second video on www.trace.tv telling us the extreme lengths you'd go to SHOOT YOUR SHOT and we'll help one lucky winner to bring their crazy idea to life.
2. TRACE and Durex will choose the most innovative entry to be our winner and will assist the winner with up to R 25 000 to bring their unique idea to life during the month of love.

“The Competition duration (“the Promotional Period”) will be from 1st February 2020 at 00:01 and will end on 20 February 2020 at 00:00 (“the Closing Date”). No entries received after the Closing Date will be considered. No responsibility or liability whatsoever will be accepted or incurred by the Promoters for any entry that is not delivered, received or is delayed or damaged due to technical reasons or otherwise. Proof of sending is not proof of receipt nor confirmation of entry into the Competition”

5. **Winner Selection and Winner Verification:** The winner will be drawn from all eligible entries received before the closing date and time. The entry drawn will be audited to establish whether it meets all the eligibility criteria for the competition, and if so, that entry will be the competition winner. If the eligibility criteria are not met, further draws will take place until a randomly selected valid entry meets the eligibility criteria.

The winner will be notified via telephone on their number and email. We will attempt to telephonically contact the drawn winner at least 3 times. If we are unable to contact the winner within 24 hours, the prize will be awarded to the next eligible winner.

The final winner selection will take place on 21st February 2020. The winner who will be will be notified via telephone and email within 24 (twenty-four) hours of the winner selection taking place. If the winner announcement is postponed for any reason, the new dates will be published on www.trace.tv.

Winners will be announced on www.trace.tv should they consent to such publication.

6. The finalists will be selected by a random system-generated-draw and the draw will be overseen by an independent person in terms of the Consumer Protection Act, Act 68 of 2008 (“The Consumer Protection Act”). Possible prize winners will be contacted by the Promoters via telephone and email and will be required to participate in an audit verification process (which includes but is not limited to providing their proof of engagement with the Competition in accordance with the entry mechanics), together with a copy of their Identity Document/Proof of Residence. Once the audit verification has been completed, the possible winners will be declared as winners and will be contacted by the Promoters to facilitate delivery/redemption of their prize to their address of choice within South Africa, within 3 (three) weeks or 15 (fifteen) working days from the end of the Promotional Period. If winners are unable to take delivery at the agreed upon date, time and location, they will be required, at their own cost and expense, to collect the prize themselves and at their cost from the Promoters’ nearest distribution hub. If the Promoters are unable to get hold of the winner(s) to complete the audit verification, they will keep trying for 48 (forty-eight) hours before the potential winner(s) will be deemed to have forfeited the prize and a replacement/substitute winner is drawn in the same manner as the first. In addition to what is stated above, if a finalist is ineligible to accept a prize in terms of the Competition Rules or is unable or fails to accept a prize for any reason whatsoever, a replacement finalist will be selected from the names drawn from remaining qualifying participants in accordance with the same process as applicable to the original draw. The Promoters reserve the right to select an alternative finalist if they reasonably believe, in their sole discretion, that the drawn finalist has contravened any of these Terms and Conditions. The Promoters’ decision shall be final, and no correspondence will be entered into.

7. **Prizes:** There will be 1 (one) prize winner. The winner will receive the following package, which comprises:

- Shoot Your Shot experience valued at up to R25 000 ZAR in South Africa and up to 25 000 Kwacha in Zambia
- The prize is not transferable or negotiable. No cash alternatives are available. We reserve the right to substitute the prize for other prizes of equal or greater value.
- Income or other taxes relating to the prizes, if any, are the sole responsibility of the prize winner.

Participants may enter multiple times, however regardless of the amount of entries, participants will only be entitled to 1 (one) prize should they be drawn as the winner. The prizes do not cover any other costs of the winner, not mentioned in these Terms and

Conditions and the Promoters will not be liable or responsible to the winner for any such costs. The prizes will not be transferable or negotiable. The Promoters reserve the right to substitute any of the prizes at any time for an alternative prize of equal or greater value should the prize promoted not be available due to unforeseen circumstances. Promoters will not be responsible for any other expenses whatsoever which the winner and/or partner(s) may incur as a result of their acceptance and/or use of the prize, whether foreseen or not. All ancillary costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government taxes or other fees applicable (which have not been included in the travel package), are the responsibility of the winners, their partners and/or participants. Promoters shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the itinerary schedule beyond its reasonable control. Promoters are not obliged to award any other prizes or elements of the prize, *in lieu* (in place of) if any such event is cancelled, postponed, substituted, withdrawn, changed or unavailable for a reason beyond the Promoters' control.

8. **Invalid Entries:** Entries which are incomplete, unclear, submitted via an incorrect entry mechanism, submitted after the Closing Date or contain errors or false information, or are from Disqualified Persons, will be declared invalid. The Promoters may refuse to award the prize if the Terms have not been adhered to or if the Promoters detect any irregularities or fraudulent practices.
9. **Defects:** The Promoters are not liable for any defect(s) in the prizes.
10. **Limitation of Liability:** To the maximum extent permitted by law, the participants, winners or users of the prizes indemnify and hold the Promoters, their advertising agencies, advisers and nominated agents and each of their affiliates blameless for any loss, damage, harm or injury, which the participants, prize winners or users of the prizes may sustain as a result of any claim which may be made against it by any third party. The participants, winners or users of the prizes indemnify the Promoters, their advertising agencies, advisers, nominated agents, suppliers, packagers, identified by the trademarks owned by or licensed to Reckitt Benckiser Plc., its affiliates and/or associated companies against any claim of any nature whatsoever arising out of and/or from their participation in any way in the Competition or their use of the prizes (including, as the result of any act or omission, whether negligent or otherwise on the part of the Promoters).

11. **Image Rights:** The Promoters may request the winner to be identified and photographed and to have the photographs published in various media (for which no fee will be payable), including but not limited to print and web-based media, or to appear on radio and television, when accepting their prizes and/or after having received their prizes. The winners will be given the opportunity to decline the publication of their images or participation in the Promoters' marketing material so far as it relates to the Competition. Such publication will be without any liability to the Promoters and without remuneration due to the winner. By participating in this Competition, all participants are deemed to have read and understood the Terms and Conditions of the social media sites of Facebook, twitter, Promoters website, and of the participants' mobile network service provider and participants further allow the Promoters permission to publish his/her name and photograph on the Promoters' Social Media pages. Copyright, intellectual property rights, image rights and any other rights vesting in any competition footage, posts and photographs (whether depicting the winner and partner or not) shall remain the property of the Promoters, who reserves the right to use it in any way.
12. **Transgressions:** Any attempt to damage or interfere with the social media pages and website used in connection with the Competition or the information on it, or to otherwise undermine the legitimate operation of the Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. The Promoters reserve the right (subject to applicable law) to disqualify and/or ban any individual who tampers with or attempts to subvert or interfere with the Competition website or entry process or prize retrieval process. Any participant who transgresses any of these Terms and Conditions or who acts in any way contrary to the spirit of this Competition may be banned from entry into this, or into any other Promoter or Reckitt Benckiser Pharmaceuticals (Pty) Ltd or Reckitt Benckiser Plc. Promotional Competitions, for a period deemed appropriate by Promoter management.
13. **Cancellation and Amendment:** Promoters reserve the right to cancel or amend or alter the Competition and its Terms or prizes (not already awarded, to any other prize of comparable commercial value) at their own discretion at any time, if deemed necessary in their opinion and/or if circumstances arise outside of their control, without prior notice and no participant shall have recourse for such cancellation or alteration. Any changes will be posted either within the Competition information or these Terms shall become effective immediately after

being altered or on such date as may be determined by the Promoters. No participant shall have any recourse against the Promoters as a result of the cancellation of the Competition or as a result of the alterations of the Terms or prizes. 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 Promoters whatsoever.

14. **Alteration of time period of the Competition:** The Organisers reserve 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*” (a cause which could not be anticipated and/or are beyond the Promoters’ control) or generally for any reason whatsoever within its sole discretion, on condition that it notifies the participants in a manner that is expedient according to its best ability.
15. **Technical failures and Unauthorized intervention:** If for any reason the Competition is not capable of running as planned as a result of any technical failures, unauthorized intervention, computer virus, mobile network failure, social media site downtime, tampering, fraud or any other causes beyond the Promoters’ control which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Promoters reserve the right to cancel, terminate, modify or suspend the Competition and/or to disqualify and/or ban any individual who (whether directly or indirectly) causes (or has caused or has attempted to cause) the problem. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoters and which prevents the Promoters from complying with these Terms the Promoters will not be liable for any failure to perform or delay in performing its obligation.
16. **Non-Waiver of Terms:** A failure by the Promoters to enforce any one of the Terms in any instance(s) will not give rise to any claim or right of action by any participant or prize winner, nor shall it be deemed to be a waiver of any of the Promoters’ rights in relation to the same.
17. **Legal Compliance:** All participants are advised that in compliance with the laws of the countries in which the Promoters operate, the Promoters are required to retain certain information (where applicable) of participants and winners for a period of 3 (three) years (“Personal Information”). Such Personal Information to be retained by the Promoters includes (but is not limited to) the full names, identity numbers, contact details and winners’ acknowledgement of prize receipts. Accordingly, the Promoters will require the winners to complete and submit an information disclosure agreement and indemnification to enable

the Promoters to ensure compliance with these Rules, as well as with the Consumer Protection Act. Should any participant and/or winner refuse or be unable to comply with this Rules for any reason, such participant and/or winner will be deemed to have rejected the prizes and it shall revert back to the Promoters.

18. **Severability:** If any provision of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and shall not affect the validity or enforceability of any remaining provisions.
19. **Law and jurisdiction:** These Terms shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the applicable Magistrates' Court in respect of all matters arising out of or in connection with the Competition. This consent does not limit the Promoters' rights to approach the High Court of South Africa (Gauteng Local Division, Johannesburg).
20. **Inquiries:** All queries in connection with this Competition should be directed to TRACE TV situated at 7 Keyes Avenue, Rosebank, Johannesburg the agency responsible for managing the competition on behalf of Reckitt Benckiser Pharmaceuticals (Pty) Ltd. The Customer Care Line can also be contacted on 0861 11 11 00 for any query.
21. **Availability of these Terms:** A copy of these Terms is available at www.trace.tv