

## **COMPETITION RULES**

The Promoter is Pharmaco Distribution® (Pty) Ltd.

By entering this Competition, all Participants accept these Rules and agree to abide by the terms thereof. Any violation or attempt to violate any of these Rules will result in the immediate disqualification.

The Promoter's decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.

## **WHO CAN ENTER**

To be eligible to participate in this competition, the participant must: -

1. be 18 years or older (or if a minor, must be duly assisted by their legal guardians),
2. be a South African citizen or permanent resident in the Republic of South Africa ("RSA")
3. have a valid identity document or passport and reside in the RSA during the period of the Competition.

This Competition is not open, and prizes shall not be awarded, to any director, member, partner, employee or agent of, or consultant to the Promoter, or any other person who directly or indirectly controls or is controlled by the Promoter, or marketing service providers or suppliers in respect of the competition, or the spouses, life partners, business partners or immediate family members.

Any entries received, which do not comply with the entry requirements for this Competition shall be disqualified.

Only one entry per person will be permitted, and subsequent entries may not be honoured or accepted.

## **ENTRIES**

It is your responsibility to ensure that your entry is received by the Promoter prior to the closure of the competition.

Any entries which are not received prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry.

The Promoter and its affiliates are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to enter or obtain any materials related to the competition.

The Promoter and its affiliates are not responsible for any problems or technical malfunction of any network, computer on-line systems, servers, computer hardware or software failure or malfunction, traffic congestion (whether on the Internet, or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.

Entrants may not inaccurately tag content, and such inaccurate tagging shall result in disqualification.

The entrants and Promoter acknowledge that the competition is in no way sponsored, endorsed or administered by, or associated with, the social media platform.

The entrants and Promoter acknowledge that they use the social media platform at their own risk.

The entrant may not use multiple accounts, and anyone found to use multiple accounts to enter will be disqualified.

Multiple entries will result in disqualification.

## **RESULT DETERMINATION AND PRIZES**

The Promoter does not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that your entry or participation in the competition will necessarily result in you winning a prize; a prize, or any aspect thereof, will meet your requirements, preferences, standards or expectations; or a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.

Prizes are not transferable and may not be deferred, changed, or exchanged for cash or any other item or size.

The winners will be notified via the Promoter's social media platforms (Facebook/Instagram). If we are, or a third-party supplier is, unable to contact a winner within 3 working days, the winner will forfeit the prize and the Promoter reserves the right to re-draw a new winner under the same conditions.

The announcement of a winner does not constitute a ruling by the Promoter that the winner has complied with these Rules. The Promoter may disqualify the entrant after the announcement should any rule transgressions be discovered, or should it transpire that the winner was not eligible to participate in the Competition or otherwise win a prize.

The Promoter reserves the right to withhold prizes in the event that it reasonably believes, in their sole discretion, that the winner is not eligible to win for any reason, has contravened any of these Rules, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize or if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever. In this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.

The Promoter may publish names of the participants and winners on any of our communication platforms.



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The Promoter may require you to provide it with such additional information and documentation as it may reasonably require processing, confirming, and facilitating your acceptance and/or use of a prize. If you refuse to provide the Promoter with the requested information or documentation, you will forfeit the prize.

The Promoter may invite you to be present when the prize winners are determined or announced, to participate in any of its marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of our goods or services, for which no fee, royalty or other compensation will be payable. You may decline such an invitation.

The Promoter, its advertising agencies, advisers, suppliers, and nominated agents shall not be liable for any for any accident, injury, or loss of whatsoever nature, which may be experienced as a result of winning, accepting, and/or utilising prizes won.

#### **PUBLICITY AND DATA PRIVACY**

By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoters and their agents to the extent necessary to conduct the competition and for prizes to be delivered to prize winners.

All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.

#### **GENERAL**

The Promoters reserve the right to shorten, extend, suspend the period of the Competition or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prizes, and terms and conditions may be amended by the Promoters, at any time during the Competition, and will be applied and

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(\*Swiss)*

interpreted within their sole discretion. 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 Promoters whatsoever.

All publicity and other materials will be the sole property of the Promoters.

**Please note that the following terms require you to take on risk, limit the liability of the Promoters and indemnify the Promoters. Please read them carefully and contact the Promoters if you have any questions!**

#### **LIMITATION OF LIABILITY**

To the extent permitted by the Consumer Protection Act and any other applicable law:

1. You hereby indemnify the Promoter against any direct, indirect, special, incidental, consequential, or punitive damages or loss of whatsoever nature, howsoever arising, whether in terms of contract or delict or otherwise, which may be suffered as a result of your entry into, or participation in, the Competition.
2. The Promoter and its affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered as a result of your participation in the competition or the acceptance and/or use by you of any prize, or by any action taken by us or any of our affiliates in accordance with these Rules.
3. You, and in the event of your death, your family, dependants, heirs, assignees or any other beneficiaries of your estate, indemnify and hold the Promoter and its affiliates harmless against any claim by you (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this competition and/or acceptance and/or use by you of a prize.

If you fail to comply with any of these Rules, then without prejudice to any other remedy which the Promoter may have, –

1. You will be automatically disqualified, and you will forfeit the prize/s (in the event that you have already won a prize).
2. You will pay us for any loss or damage incurred by us directly or indirectly as a result of your non-compliance, including all of our legal costs (including attorney and client costs and the costs occasioned by the employment of counsel) which the Promoter may incur in taking any steps to enforce its rights hereunder.

You indemnify and hold the Promoter and its affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure to comply therewith.

A copy of these Rules may be obtained by emailing [ashley.roberts@pharmaco.co.za](mailto:ashley.roberts@pharmaco.co.za), or by calling the consumer line on 011 784 0077 (office hours 8.00 am to 4.30 pm week days).

Pharmaco® Distribution (Pty) Ltd



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Ashley Roberts

Product manager