TERMS AND CONDITIONS

- 1. Thank you for your interest in the "Philips Win an Airfryer Competition". This competition is offered to you by Philips South Africa (Pty) Ltd, ("Philips"). For more information on Philips, please see the "Contact Us" section at the end of these terms and conditions.
- 2. To enter the competition, an entrant must buy two Philips LED Bulbs at selected Pick 'N Pay Family Stores in South Africa, take a picture of the invoice/receipt/slip and WhatsApp it to the following number:
- 3. By entering the competition, the entrant agrees to be bound by these terms and conditions.
- 4. This competition is only open to entrants who:
 - 4.1. are a minimum of 18 (eighteen) years old at the time of entry;
 - 4.2. are South African Citizens; and
 - 4.3. hold a valid South African Identity Document.
- 5. Entrants who do not satisfy the above criteria will be automatically disqualified.
- 6. Philips reserves the right to disqualify or reject any entry believed to conflict with the competition or not made disclosure in good faith or on other reasonable grounds.
- Entries to the competition will open at 8h00am on 1st December 2018, and close at 12h00pm on 31st January 2019.
- 8. Entrants may enter the competition as many times as they wish provided they produce proof of purchase with a minimum of two Philips LED Bulbs. Entrants may only use one invoice/receipt/slip for one entry into the competition.
- 9. Prizes for the competition shall comprise of the following:

9.1. Grand Prize:

1X Airfryer for each winner in each of the 50 selected Pick 'N Pay Family Stores.

- 10. Winners will be notified by phone call within 24 hours of drawing the invoice/receipt/slip on the draw date by a representative from Philips and the relevant airfryers will be couriered to the winners. The entrant will be required to provide his/her address on the receipt/slip to courier the Prize.
- 11. In the event that Philips and/or its agents cannot contact the winners of the Prize within 72 hours of the draw taking place, for any reason whatsoever, including incorrect and/or inoperative cellular numbers, then such a winner will be disqualified and a runner up finalist will be deemed to be the potential prize winner, subject to the terms and conditions herein.
- 12. Winners of prizes will be required to verify their proper identity and proof of purchase before claiming any prizes.

- 13. Philips shall not be liable for any delay or failure to perform due to any event beyond its control.
- 14. Prizes are not transferrable to any other person or exchangeable for cash or any other prize.
- 15. All winners of prizes may be required to take part in publicity campaigns for broadcast or publishing purposes, which is conditional upon their agreement to take part in such publicity campaigns. The winners who take part in such publicity will not be entitled to any payment or remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of Philips. By participating in the competition entrants agree that Philips may publicly use their information with regards to the competition.
- 16. The competition is not open to employees of Philips, its subsidiaries, affiliates, agents or suppliers, including their immediate families.
- 17. Philips reserves the right to, at its sole discretion cancel this competition or amend the terms of the competition at any time by publishing notice of the relevant details.
- 18. This competition is governed by the laws of the Republic of South Africa.
- 19. The courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the competition or its subject matter and the parties submit to the exclusive jurisdiction of the Courts of South Africa.
- 20. These terms and conditions and the Philips Privacy Policy found on (http://www.philips.com/privacypolicy) applies to all personal information that the entrants provide to Philips for participating in the competition. The entrants also agree that Philips may contact them by any means about the competition. By entering this competition, entrants authorise Philips and its subsidiaries, affiliates, agents or suppliers to collect, store and use, personal information of entrants for communication or statistical purposes. Philips shall not sell, distribute or otherwise share the personal information with third parties, unless required for the execution of the competition.
- 21. Philips will try to provide the entrants with content as accurate as possible, however Philips:
 - 21.1. does not represent or warrant the accuracy of any statement or product claims made on the website or any social media official Philips pages;
 - 21.2. is not responsible for any content generated by the users of the website or social media official Philips pages; and
 - 21.3. does not endorse any opinions expressed by the users of the website and social media official Philips pages. All content on the website and social media official Philips is provided "as is" and Philips does not accept any responsibility for any loss, injury or inconvenience resulting from the content or content generated by users of the website or the social media official Philips page.

- 22. Philips shall not be liable for any damages resulting from the use (or inability to make use) of the website or social media official Philips page, including damages caused by viruses or any incorrectness or incompleteness of information.
- 23. Philips shall not be liable for damages resulting from any lack of suitability, timeliness or accuracy of any content on the website or social media official Philips page.
- 24. Philips shall further not be liable for damages resulting from the use of electronic means of communication, including, but not limited to, damages resulting from the failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.
- 25. Except to the fullest extent permitted by relevant laws, Philips shall not be liable for:
 - 25.1. loss of business, profits, revenue, anticipated savings, (even where the same arise directly from a breach of these conditions);
 - 25.2. special, indirect or consequential losses, even if foreseeable by or in the contemplation of Philips; or
 - 25.3. any claim made against entrants by any other person.
 - 25.4. Except as expressly stated herein all conditions and warranties, implied statutory or otherwise, are hereby excluded to the maximum extent permitted by law.
- 26. Hyperlinks on the social medial official Philips page may direct users to external websites which are maintained by third parties. Philips shall not be liable for the contents and the functioning of such external websites. Philips shall also not be liable for the quality of products or services which may be offered on such external websites.
- 27. Unless indicated otherwise, all intellectual property rights to the website and social medial official Philips, and the information posted on the website and social media official Philips ("Information") is owned by Philips. Philips's rights include but are not limited to all copyrights, rights to the trade names, word trademarks, pictorial trademarks and logos of Philips.

28. Contact us

- 28.1. For any remarks in relation to the competition, please send an email to emmanuel.masonwabe.fuma@signify.com.
- 28.2. For more information on Philips please see our website <u>www.philips.co.za</u>. **T**&C's will be available on <u>www.Philipslightingcompetition.co.za</u>