

# COMPETITION SPECIFIC TERMS AND CONDITIONS

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- 1 These are the competition specific terms and conditions for the “NIVEA SUN Trip for Two to Zanzibar Competition” (“the Competition”).
- 2 The promoter of the Competition is Beiersdorf Consumer Products (Pty) Ltd, with registration number 2000/010257/07, a private company duly incorporated under the company laws of the Republic of South Africa and having its registered place of business situated at 4<sup>th</sup> Floor, Beacon Rock, 21 Lighthouse Road, Umhlanga Rocks, 4319 (“the Promoter”).
- 3 The Competition is only open to natural persons who are South African residents, and excludes the Promoter, the Promoter’s advertising and promotional agencies, any directors, members, partners, agents, employees or consultants of the Promoter, any supplier of goods or services in connection with the Competition and the spouse, life partner, business partner or associate, parent, child, or sibling, of any of the persons specified aforesaid.
- 4 The Competition is open from 09h00 on 15 September 2024 (the start date) and ends at 23h59 on 31 December 2024 (the closing date). Any entries received before the start date and after the closing date will not be considered.
- 5 It is the responsibility of the entrant to ensure that their entry is received within the competition dates. Any entries, which are received before the start date and after the closing date, will not be eligible to participate, regardless of the reason for the late entry.
- 6 The Promoter and its affiliates are not responsible for any entries, which are not received by it, regardless of the cause for non-receipt.
- 7 The Promoter and its affiliates are not responsible for any problems or technical malfunction of any telephone network, computer system, server, or provider, which may have hindered entry into the Competition.
- 8 To enter the Competition, entrants are required to purchase any NIVEA SUN product from any participating store in the Republic of South Africa, dial \*120\*607#, and follow the prompts. USSD calls charged at 20cents/per 20sec per entry. Entrants are required to retain their till slip as proof of purchase, until 28 February 2025.
- 9 Entrants can enter as many times as they like, subject to each entry being linked to a unique and separate purchase, which the Promotor may verify through the product specific barcode and corresponding till slip.
- 10 One (1) lucky entrant will be drawn randomly as the eligible winner from valid entries received by 31 January 2025.
- 11 Prize: One (1) lucky entrant stands a chance to win a trip for two (2) to Zanzibar valued at R120,000 (one hundred and twenty thousand Rand), which shall include the items listed under 11.1 below.
  - 11.1 The Prize includes the following items:
    - 11.1.1 Three (3) nights’ stay at a resort in Zanzibar, including breakfast and dinner;
    - 11.1.2 Return flights on economy class between OR International Airport, Johannesburg and Zanzibar International Airport;
    - 11.1.3 Transfers between the hotel and airport in Zanzibar; and
    - 11.1.4 R10 000 spending money.

- 11.2 The prize excludes any items not specifically listed at clause 11.1 above. For the avoidance of any doubt, but without limiting the generality of the aforementioned, the prize excludes -
- 11.2.1 Transport costs to and from OR Tambo International airport;
  - 11.2.2 Items of a personal nature;
  - 11.2.3 Any sightseeing and excursions that are not expressly part of the Zanzibar trip;
  - 11.2.4 Daily drinks and meals (other than breakfast and dinner at the hotel);
  - 11.2.5 Alcoholic beverages;
  - 11.2.6 Room service charges at the hotel;
  - 11.2.7 Medical and travel insurance;
  - 11.2.8 Fees for Yellow Fever Certificate;
  - 11.2.9 Additional spending money; and
  - 11.2.10 Any extras, which are to be settled by the Winner.
- 11.3 The resort in Zanzibar and the airline for the flights referred to in clauses 11.1.1 and 11.1.2 above respectively, will be determined by the Promotor at its sole discretion.
- 11.4 The Promotor reserves the right to substitute the prize, or any part thereof, with any other prize of similar commercial value at its sole discretion.
- 11.5 The eligible winner can choose a guest of his/her choice to accompany him/her.
- 11.5.1 The partner elected to travel with the winner may not be younger than 18 years of age due to the nature of the prize.
  - 11.5.2 Should the elected partner not be eligible to travel to Zanzibar, the winner will be entitled to elect a substitute partner should such substitute partner be eligible to travel to Zanzibar, failing which the winner will travel alone and without compensation for having no travel partner.
- 11.6 The Promotor, or its appointed representative, shall contact the winner within 10 (ten) days from determination of the Winner to provide travel date options for the Zanzibar trip ("Travel Dates"). The Winner and his/her partner must confirm the selected Travel Dates within 10 days from receiving such Travel Date options, failing which the Winner will forfeit the prize. The Travel Dates selected by the Winner shall be subject to availability of flights and accommodation. If Travel Dates selected by the Winner are for any reason not available, the Winner will be required to confirm different Travel Dates, which will be provided by the Promotor, within 72 hours of receiving such alternative Travel Dates. The Zanzibar trip must be completed by no later than 30 June 2025, failing which the prize will be forfeited and the Winner and/or his/her partner shall have no claim against the Promotor.
- 11.7 The R10 000 spending money referred to in clause 11.1.4 above shall be loaded onto a travel card from a bank selected by the Promotor at its discretion, and the travel card shall be delivered to the Winner at a South African address nominated by the Winner 5 days prior to the date of departure for the Zanzibar trip.
- 11.8 The Winner and his/her partner are not permitted to make any changes to the Travel Dates after such dates have been confirmed.
- 11.9 In order to redeem the prize, the Winner and his/her selected partner: -
- 11.9.1 must reside in South Africa and be in possession of a valid SA identity document and/or a valid permanent residence permit and a passport that is valid for 6 months after the return date of international travel (i.e. 6 months from the Travel Dates confirmed by the Winner as referred to in clause 11.6 above) and with at least two blank pages per passport.
  - 11.9.2 must have no restrictions to travel to Zanzibar and the Winner and his/her partner will be required to obtain the necessary Yellow Fever Certificate and travel insurance at their own

cost. Should the Winner not qualify to travel to Zanzibar, he / she (and his/her partner) will forfeit the prize and the Promotor may exercise its discretion to draw another winner.

- 11.9.3 must be eligible to travel to Zanzibar, have no criminal warrant, no financial black listing or poor credit record, and/or health issues that prohibit them to travel internationally.
  - 11.9.4 must provide any and all such other documentation that may be required by relevant authorities in order for the Winner and his/her partner to travel to Zanzibar for the trip.
  - 11.9.5 The winner and his/her partner must both have a FICA approved bank account.
  - 11.9.6 The winner and his/her partner must be in a position to demonstrate that they have the financial means to travel, which normally means a 3 month bank statement and proof of salary.
- 12 The Promoter will attempt to contact an eligible winner 3 (three) times over a 72 (seventy-two) hour period on the cell phone number used to enter. If an eligible winner cannot be contacted, the chance to win a prize will be forfeited and a backup eligible winner will be drawn, and these same terms and conditions shall apply.
  - 13 Eligible winners will have 72 (seventy-two) hours from the date on which they were contacted by the Promotor, to verify their details, and to provide their passports, failing which; the chance to win a prize shall be forfeited and a backup eligible winner will be drawn and these same terms and conditions shall apply.
  - 14 The prizes are not exchangeable nor transferable, under any circumstances.
  - 15 The Promoter shall request the Winner's, and his/her partner's, consent in writing to his / her image and/or likeness being used and published by the Promoter in connection with the Competition for a period of 12 (twelve) months after he / she has been announced as the winner. The Winner and/or his/her partner may decline the use of his / her image and/or likeness by the Promoter.
  - 16 The Promoter reserves the right to change and/or postpone or terminate the Competition immediately without notice. In the event of such change or termination, all entrants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse against the Promoter or its agents or distributors.
  - 17 Neither the Promoter nor its agents, distributors, nor any of the Promoter's directors, officers, employees or agents shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever, which may be suffered by the entrants in connection with this Competition or the use of the prizes.
  - 18 The eligible prize winners may be required to sign an indemnity. Failure to sign the indemnity shall result in the prize being forfeited.
  - 19 All risks and ownership of the prizes shall pass to the winners on transfer/delivery thereof and hence all of the Promoter's obligations in regard to the Competition as well as in regard to the prizes shall terminate.
  - 20 The Promoter shall not be liable for any costs incurred by the entrants and eligible winners for entering the Competition or in claiming any prizes, where applicable.
  - 21 All the information provided or related to this Competition shall be managed, captured, and approved by the Promoter, and will not be used for any other purpose than for execution of the Competition and in line with applicable legislation.
  - 22 User data collected via entry for this Competition will be stored for as long as it is legally required to and in accordance with the Protection of Personal Information Act, No 4 of 2013 and the Promoter's Privacy Policy, <https://www.nivea.co.za/about-us/privacy-policy>
  - 23 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 Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").

- 24 By entering the Competition, entrants acknowledge that the Competition will be managed in accordance with the provisions of the CPA. Qualifying entrants undertake to expeditiously do all things necessary to enable the Promoter to comply with their obligations under the CPA.
- 25 The Promotor's decision(s) shall be final, and no correspondence will be entered into.
- 26 Detailed standard terms and conditions apply and can be found at: <https://www.nivea.co.za/about-us/terms-and-conditions>.
- 27 Entering this Competition constitutes the unconditional acceptance of these terms and conditions.