

## **TERMS AND CONDITIONS: LIBRESSECONSUMER PROMOTION 2025**

The Terms and Conditions set out below apply to all participants submitting entries for the **Libresse Consumer Promotion 2025** ("Promotion"). Please refer to this webpage for the current Terms and Conditions for this Promotion: <https://clny.co/libresse-terms>

Please read these terms and conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.

### **THE PROMOTION AND PROMOTER:**

**LIBRESSE CONSUMER PROMOTION 2025** conducted by Essity South Africa Pty Ltd, 90 Bekker Road, Hertford Office Park, Vorna Valley, Midrand, 1686 Tel:0107455203 ("the Promoter").

#### **1. PROMOTION PERIOD**

- 1.1. The Promotion will run from the 22 July to 16 September 2025 ("**the Promotional Period**"). No entries received after midnight on the 16 September 2025 will be accepted.
- 1.2. The Promotion Period may be extended or curtailed at the discretion of the Promoter.
- 1.3. The Promotion is valid while stocks last. The qualifying products are subject to stock availability at the time of purchase and will vary by store.

#### **2. WHO MAY ENTER**

- 2.1. All Participants in the Promotion ("**Participants**") must, at the time of entering the Promotion:
  - 2.1.1. be a person at least 18 (eighteen) years of age;
  - 2.1.2. be a citizen and/or legal resident of the Republic of South Africa;
  - 2.1.3. be in possession of a valid South African Identity Document, resident/work permit and/or Driver's License; and
  - 2.1.4. be residing or be present in South Africa for the duration of the Promotional Period and for the period during which the prize draws and the delivery or collection of the prize/s takes place.
- 2.2. Participation in the Promotion excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter, or any third parties involved in the execution of the Promotion, either directly or indirectly (including but not limited to their agencies, organisers and participating stores of the Promotion) as well as the members of the immediate family (being spouses, life partners, parents, children, brothers, sisters, fathers and/or mothers) business partner or associate of any of the aforesaid persons.

### **3. HOW TO QUALIFY FOR THE PROMOTION**

- 3.1. To qualify for the Promotion, each Participant must purchase 2 Libresse products the qualifying individual listed below:

Hereinafter referred to as "**Participating Products**".

- 3.2. Please note that no other Promoter products are eligible for this Promotion, other than those participating products mentioned above. The participating products are subject to availability at time of purchase.
- 3.3. To stand a chance of winning any of the prizes listed in clause 5, Participants must purchase any two of the participating products and follow the instructions below:
  - 3.3.1. saving the WhatsApp number 064 962 6162 and using the keyword **HI** from a registered prepaid cell phone number that has been RICA'd and registered in the name of the participant.
  - 3.3.2. Follow the text prompts to complete their entry including uploading the till slip showing purchase of the Participating Product. Hereinafter referred to as an "entry".
- 3.4. WhatsApp entries will be charged at standard WhatsApp rates
- 3.5. The Promoter shall not be responsible for telecommunication failure on the part of the participant's service provider.
- 3.6. Participants must enter from a mobile number that is RICA'd and registered in their own name and owned by themselves. No other person can use another person's mobile for purposes of an entry. This is to avoid fraud and possible litigation between the phone owner and the entrant. Any participant that uses a phone other than their own for the purposes of entry may be disqualified and requested to refund the prizes to Promoter, at the sole discretion of the Promoter.

### **4. CAN I QUALIFY MORE THAN ONCE FOR THE PROMOTION?**

- 4.1. Multiple entries will be permitted, and participants may enter the Promotion as many times as they wish over the Promotion Period, **provided that participants comply with the Promotion entry steps set out in clause 3.3 above in respect of each entry.**
- 4.2. A person may not win more than one prize within a 6 (six) month period following his/her first win, nor shall (i) any member of such person's family (including, but not limited to, aunts, uncles, cousins, grandparents, in-laws, etc.) or (ii) friends or acquaintances residing at the same address, on the same property (including communes), or within a 2km radius of one another, qualify to win.
- 4.3. Prizes (as described in clause 5) are limited to one prize per household.
- 4.4. Further, a participant shall not be eligible to win the grand prize if they have won a grand prize in any of the Promoter's promotions within the 6 months immediately preceding the end of the Promotion Period.
- 4.5. The Promoter reserves the right to withhold prizes from any such person, and to reclaim any such prize if a breach of this rule is subsequently discovered or suspected.

## **5. PRIZES**

- 5.1. 80 x R500 Checkers/Shoprite digital vouchers
- 5.2. Winners will accept the prize as is and at their own risk.
- 5.3. Promotional images are merely a representation of the prize, and the actual prize may vary. The Promoter reserves the right to substitute any of the prizes for a different prize of similar value.
- 5.4. Any risks in relation to the prizes (such as loss, theft, or damages) will pass to the winner once the prize has been collected/accepted and/or signed for by the winner. The Promoter will not be responsible for any lost, stolen, or damaged prize] and no replacements will be made.
- 5.5. Prizes are not transferrable or exchangeable and may be forfeited or be the subject of a separate draw or be allocated to another winner at the Promoters' discretion. Winners are allowed however to pass their prize onto a friend/family member if they wish not to take it themselves.
- 5.6. All prize finalists will be subject to a verification process. Winners will be confirmed only once the verification process has been completed.

## **6. AWARDING OF PRIZES**

- 6.1. All prize winners will be determined by random automatic selection draw weekly within the Promotion Period.
- 6.2. Should unforeseen circumstances prevent the draw from taking place on the set draw date, the draw will be moved to the next available date at the sole discretion of the Promoter.
- 6.3. It is the Participants' responsibility to provide the correct contact number when entering the Promotion. If the contact number provided by the Participant is incorrect, the winner will forfeit the prize and it will be transferred to the next randomly selected entry.
- 6.4. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities.
- 6.5. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal, or ridicule or reflect unfavourably on the Promotion as determined by Promoter in its sole discretion.
- 6.6. The Promoter reserves the right to withdraw the prize and/or disqualify any participant/winner that may bring the Promoter brands into disrepute.
- 6.7. Any dispute with number ownership (such as more than one individual claiming to be the owner of the same mobile/ contact number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals and no negotiations will be entered into.

## **7. TERMS OF DELIVERY**

- 11.1 Prizes are digital vouchers that will be sent to the winners via SMS. The vouchers are digital codes valued at R500 each and redeemable at any Shoprite, Checkers or Usave stores in South Africa

## **12. INDEMNITY**

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

12.1.1. The participant and/or winner(s) hereby indemnifies the Promoter, its associated companies (directors, officers and/or employees) and/or agents against any direct, indirect, special, incidental, consequential, or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion.

12.1.2. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

12.1.3. The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant's identity, age, place of residence) and to reject any participant who has not complied with these Terms and Conditions. Errors and omission may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

12.1.4. The Promoter reserves the right to request the Participant to present the wrappers with the unique codes in the instance where there is a dispute related to entries and rewards. Should the wrappers not be presented, the Participant may be found to not be the rightful purchaser of the unique code in question and the entry or reward may be disqualified.

12.1.5. Neither the Promoter nor its agents or distributors will have any liability in relation to this Promotion.

12.1.6. By participating in this Promotion, participants agree to allow marketing material to be sent to them from the Promoter during and after the Promotion Period. However, participants will have the option to decline/Opt Out with every SMS received.

12.1.7. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal, or ridicule or reflect unfavourably on the Promotion as determined by Promoter in its sole discretion.

## **13. CONFIDENTIALITY**

- 13.1. Participants of this promotion are voluntarily providing their personal information to the Promoter, its associated agencies and the third-party service providers running the Promotion in conjunction with the Promoter.

- 13.2. By entering this Promotion, participants authorise the Promoter to collect, store and use (not share) personal information of participants for communication or statistical purposes. Participants are entitled to decline any marketing communication and inform the Promoter in writing should the participant wish to be removed from all communication.

- 13.3. By entering this Promotion, the participant consents that the Promoter may use names and images taken of the winners/participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the participant/winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter at No. 6 Woodmead Estate, 1 Woodmead Drive, Woodmead, Sandton, 2191, Attention: Legal Department. The written notification is to reach the Promoter by no later than the last stipulated draw date.

#### **14. GENERAL**

- 14.1. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonable deems necessary.
- 14.2. The onus rests on the participants to check the website for updates to the Terms and Conditions.
- 14.3. No liability shall lie on the Promoter in favour 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 Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.
- 14.4. The Promoters decision is final, and no correspondence will be entered into. This Promotion is in no way sponsored, endorsed, or administered by or associated with Facebook.
- 14.5. In part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:
- 14.5.1. 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;
  - 14.5.2. 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.
- 14.6. Any dispute with number ownership (such as more than one individual claiming to be the owner of the same mobile/ contact number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals and no negotiations will be entered into.
- 14.7. All terms and conditions are subject to the laws of Republic of South Africa and should a doubt or dispute occur, it will be taken before the courts of Republic of South Africa.
- 14.8. This Promotion is not applicable in conjunction with any other offers/ promotions offered by the Promoter.
- 14.9. This promotion will be run by the Promoter and is not in any way sponsored, endorsed, or administered by SARU (South African Rugby Union) or the Springbok Rugby Team, shall not have any liability to you in connection with the promotion.

#### **15. DATA PROTECTION TERMS**

- 15.1 The Promoter through subcontractors/sub processors may have access to specific information which can identify individuals who are consumers (known as “Personal Information” as defined by Protection of Personal Information Act). The Promoter

and its subcontractors shall comply with all laws and regulations applicable to "Personal Information" and any related information.

- 15.2 Promoter through its subprocessors warrants that any "Personal Information" will be collected in accordance with Protection of Personal Information Act.
- 15.3 By accessing the WhatsApp line 064 962 6162 the consumer/data subject gives consent to the processor to process the Personal Information related to participation in the campaign.
- 15.4 Personal information will be retained as long as reasonably and legally required to perform the obligations under the terms of the campaign.