



COMPETITION RULES

COMPETITION NAME: MOTHERS DAY COMPETITION

1. This competition is promoted by Rochester a brand of Pepkor Trading (Pty) Ltd (Reg. No. 1958/003362/07) (“the Promoter”).

2. This competition shall be conducted in accordance with the provisions of section 36 read with Regulation 11 of the Consumer Protection Act No. 68 of 2008.

3. Competition Period:

The competition runs from 7th to 12th May both dates inclusive. No entries will be accepted after midnight on 12th May 2019.

4. Who Can Enter:

You are entitled to participate in this competition if you are a natural person 18 years or older, who is either a South African citizen or carries a valid work permit. The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant’s identity, and age) 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.

5. Exclusions:

Directors, members, employees, agents of, or consultants to the Promoter and its subsidiaries, their promotional partners and printers, their advertising and promotional agencies, supplier of goods or services in connection with this competition, or if you are any of the aforementioned persons' immediate family, including spouses, life partners, parents, children and siblings, are excluded from being entered into this competition.

6. How to Enter:

Participants must go onto the Rochester Facebook page and comment on the Mother’s Day post what is their most memorable “messy day” with their little one.

7. **Number of Entries per Entrant:** One per person for all the draws.

8. **Entry Fee:** There is no entry fee to participate in the competition.

9. **Prize: 1X Spa voucher to the value of R2000.**

10. Winner draw:

10.1 The winner will be chosen randomly under the supervision of an independent accountant, registered auditor, or attorney.

10.2 The draw will take place on 13th May 2019 and will be posted and notified on Facebook. The winners will be contacted by head office and will also be posted on the Rochester Facebook Page.

10.3 Should the competition draw be postponed to another date for any reason whatsoever, the new draw date will be published on the website cited below, within 4 (four) days after the original draw date. The random entry drawn will be independently audited by an independent accountant, registered auditor, attorney or advocate to establish whether it meets the competition qualifying criteria and if so that entrant will be the competition winner (the “winner”), subject to us being able to contact that



winner. If the qualifying criteria are not met further random draws will take place until a randomly selected valid entry meets the eligibility criteria. The winner/s winners will be sent a direct message on Facebook to notify that they have will be won within 48 hours of the random draw taking place. The Promoter will attempt contact with the winner at least 3 times, but if the Promoter is unable to contact the winner within two days after the first attempt, through no fault of the Promoter, the prize will be awarded to the next eligible winner. The winner will be announced on the promoter's Facebook page as cited below.

11. The winner may be asked to participate in marketing activities, including by having his/her photograph taken, but he/she will be entitled to decline to do so.
12. The prize is exclusively for the benefit of the winner and is neither transferable nor exchangeable for cash or otherwise. The prize must be taken up within 3 (three) weeks after the winner has been announced.
13. The winner will be required to complete a declaration acknowledging receipt of the price and that he/she is not connected to the Promoter as stipulated in clause 5 above.
14. The Promoter reserves the right to amend, modify, cancel or withdraw any aspect of this competition in its sole discretion at any time without prior notice or liability. The Promoter cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants of this competition agree that the Promoter will, subject to prevailing law, have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of the prize, or from participation in this competition. The laws of the Republic of South Africa govern this competition. If any provision or part of these Competition Rules is deemed void or otherwise unenforceable in law, then that provision or part shall be deemed excluded and the remainder of these Rules shall remain in force. Any violation of these Competition Rules will result in the immediate disqualification of the transgressing participant from the competition.
15. The Promoters decision is final, and no correspondence will be entered into.
16. 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.
17. By entering into any competition, you consent to the Promoter sending you promotional material during and after the promotion period, in accordance with the Protection of Personal Information Act.
18. 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.
19. By entering this competition, participants authorize the Promoter to collect, store and use (not share unless legally required to do so) 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
20. By participating in this competition, you agree to all the Competition Rules set out above, without exception.
21. A copy of these Competition Rules is made available at www.rochester.co.za