

NIVEA X TAKEALOT WIN A CAR COMPETITION SPECIFIC TERMS AND CONDITIONS

1. These are the competition specific terms and conditions for the “NIVEA TAKEALOT Win-a-Car Competition” (“the Competition”).
2. The promoter of the Competition is Beiersdorf Consumer Products (Pty) Ltd (with registration number: 2000/010257/07), a company duly incorporated under the company laws of the Republic of South Africa and having its registered place of business situated at 4th Floor, Beacon Rock, 21 Lighthouse Road, Umhlanga Rocks, 4319 (“the Promoter”).
3. The Competition is only open to persons who are either South African Citizens or Permanent 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 00h01 on 23 September 2024 and ends at 23h59 on 2 December 2024 (the Closing Date). Any entries received before 00h01 on 23 September 2024 and after the Closing Date will not be considered.
5. It is the responsibility of the entrants to ensure that his/her entry is received within the Competition dates. Any entries, which are not received before 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, qualifying entrants –
 - 8.1 are required to have a valid Takealot account that is compliant with

Takealot's general terms and conditions: <https://www.takealot.com/help/terms-and-conditions>; 8.2 are required to buy any NIVEA® product or products to the value of R250 or more part on Takealot;

8.3 may not cancel the order for the NIVEA® product or products to the value of R250 during the Competition period; and

8.4 will automatically be entered into the draw to stand a chance of winning in the Competition.

9. Incomplete, illegible, misdirected, duplicated or late entries will not be accepted, and the entrants will be disqualified from the Competition. No responsibility can be accepted for entries that are incomplete, lost due to technical reasons, corrupted, delayed, wrongly delivered, or not received for whatsoever reason.

10. Entrants are permitted to enter multiple times, subject to each entry being linked to a new and separate qualifying purchase of any NIVEA® product or products to the value of R250 or more on Takealot during the Competition period. Entrants are, however, only eligible to win 1 (one) weekly prize, once for the duration of the Competition. This does not preclude a weekly winner from also standing a chance to win the grand prize. The promoter has the right to not accept entries from an entrant should they show signs of any suspicious behaviour.

11. Prizes:

11.1 Qualifying entrants stand a chance to win their share of up to R 550 000 (five hundred and fifty thousand Rand):

11.2 There will be 10 (ten) weekly draws in total from all valid entries received, with the first weekly draw on or about 30 September 2024 and the last weekly draw on or about 2 December 2024:

11.2.1 The random draws will take place on –

11.2.1.1 30 September 2024;

11.2.1.2 7 October 2024;

11.2.1.3 14 October 2024;

11.2.1.4 21 October 2024;

11.2.1.5 28 October 2024;

11.2.1.6 4 November 2024;
11.2.1.7 11 November 2024;
11.2.1.8 18 November 2024;
11.2.1.9 25 November 2024; and
11.2.1.10 2 December 2024.

11.2.2 For each of the 10 (ten) weekly draws, one (1) weekly winner will be randomly drawn, and each weekly winner will be awarded as a cash payout, of R5 000 (five thousand Rand).

11.2.3 No individual winner will receive more than R5 000 (Five Thousand Rand) as a cash payout.

11.2.4 The prizes are not exchangeable or transferable, under any circumstances.

11.2.5 Winners will be randomly drawn.

11.2.6 In total there will be a maximum of R50 000.00 (fifty Thousand Rand) paid out as cash prizes to the lucky weekly winners.

11.3 There will be 1 (one) grand prize draw from all valid entries received:

11.3.1 All valid entries received during the Competition period will also be entered into the grand prize draw whereby one (1) eligible winner will stand a chance to win a brand new Polo to the value of R491 000 (Four Hundred and Ninety-one Thousand Rands), inclusive of CO2 tax; 15% VAT; and on-road fees.

11.3.2 Registration and on-road costs will be covered by the Promoter.

11.3.3 Insurance of the vehicle will be for the account of the grand prize winner.

11.3.4 The grand prize winner will be responsible to contact VW Ballito to get the vehicle registered in his/her name.

11.3.5 The grand prize winner will be required to produce a valid South African ID as well as a valid South African driver's license as proof that s/he is the legal winner of the grand prize. If the winner cannot provide the necessary documentation, the winner will not be entitled to the grand prize and such winner will have no claim against the Promoter. The Promoter reserves the right to then award the grand prize to the next random drawn person.

11.3.6 The grand prize is not refundable or transferred and cannot be exchanged for cash.

11.3.7 The closing date to be eligible to win the grand prize will be 25 November 2024.

11.3.8 The grand prize winner will be announced on 8 December 2024 and the vehicle will be handed over within 2 (two) weeks once details have been provided and verified.

12. All winners will be randomly drawn.

13. All winners will be notified on the cell phone number used to enter within (1) one week of the respective draw dates, and they will be required to verify their details.

14. Winners may be contacted directly by the Promoter, or its marketing agency, and they will be required to verify their details.

14.1 Eligible weekly winners will be asked to provide their Full name and a valid South African ID for identification purposes and banking details for payments.

14.2 The grand prize winner will be required to produce a valid South African ID as well as a valid South African driver's license.

15. The Promoter shall attempt to contact the winners 2 (two) times over a 48 (forty-eight) hour period on the cell phone number used to enter. If a winner cannot be contacted, or cannot provide the necessary information, within the timeframe given, the chance to be a winner shall be forfeited, and a substitute winner shall be randomly drawn.

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. The Promoter reserves the right to change the Terms & Conditions.

18. 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.

19. The Promoters may ask to see the qualifying Takealot order to verify its validity for prize payment to be made.
20. The eligible prize winners may be required to sign an indemnity. Failure to sign the indemnity shall result in the prize being forfeited.
21. All risks and ownership of the prizes shall pass to the winners on transfer/delivery thereof and hence all the Promoter's obligations regarding the Competition as well as in regard to the prizes shall terminate.
22. 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.
23. 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 other than for execution of the Competition and in line with applicable legislation.
24. User data collected via entry for this Competition will be processed solely for the purposes of this Competition and 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 www.nivea.co.za/about-us/privacy-policy.
25. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations created for either the participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
26. 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.

27. Any entry that seems suspicious may result in the entrant being grey listed, and all their entries will not be considered a valid entry in the Competition.
28. The Promoter's decision(s) shall be final, and no correspondence will be entered.
29. Detailed standard terms and conditions apply and can be found at: www.nivea.co.za/about-us/terms-and-conditions.
30. Entering this Competition constitutes the unconditional acceptance of these terms and conditions.
31. The Promoters have the right to update these Terms & Conditions at any stage. The Promoter reserves the right to vary or to alter or to amend the Rules of the Competition at any time, at their sole and absolute discretion as exercised collectively, by posting the amended terms on the Website. In the event of such variation or alteration or amendment, you agree to waive any rights you may have in terms of these Rules, this Promotion and/or the Prizes, and acknowledge that, to the maximum extent permitted by law, you will have no right of recourse against the Promoter, or any of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, assignees, advertising/promotion agencies, representatives, or agents. Any variation or alteration or amendment of the Rules will be published on the Website, and you undertake to regularly visit the Website to familiarize yourself with any varied, altered or amended Rules. The Rules will be deemed amended at the time they are published on the Website.
32. Participants who enter the Competition consent to Takealot sharing their personal details with the Promoter should they win in the Competition. By entering the Competition, Participants consent to the Promoter and its agents using and processing their personal information for purposes of their participation in the Competition.