



GILLETTE MONEY BACK OFFER **TERMS AND CONDITIONS**

WHO ARE WE?

1. The Gillette Money Back Offer (the “**Offer**”) is conducted by P&G South African Trading (Pty) Ltd (“**P&G**”) in the Republic of South Africa (the “**RSA**”).
2. “**Entrants/s**” means all persons eligible to participate in the Offer (as set out in paragraph 8 - 10).
3. “**Claimants**” means all Entrants that successfully participate in the Offer and who execute the claim in the manner detailed in paragraph 11.
4. “**Promoters**” means P&G, the Partner and / or their sponsorship, promotion or advertising agency/ies.
5. It is important that all Entrants and Claimants read and understand these terms and conditions. All Entrants and Claimants agree that the terms and conditions contained in this document, as amended from time to time and interpreted by the Promoters, are binding on them. A copy of these terms and conditions is available at www.gillette.co.za or contact the P&G Consumer Care line at 086 011 2188 (standard call rates may apply) or pgconsumer@conexus.co.za. All Entrants and Claimants participate in the offer entirely at their own risk.
6. The Entrants acknowledge that by participating in the Offer they –
 - 6.1 have been given an opportunity to read these terms and conditions and that they understand and agree to the terms and conditions; and
 - 6.2 give consent to these risks and indemnify and hold harmless the Promoters and their directors, employees, agents and group or associate companies of any and all liability relating to any damage, cost, injuries and losses of whatever nature that they sustain as a result of their participation in the Offer and any related events and activities, except where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful wrongdoing of any indemnified party.
7. Nothing in these terms and conditions should be seen as unlawfully restricting, limiting or avoiding any rights or obligations of either the Entrants, the Claimants or the Promoters in terms of the Consumer Protection Act No. 68 of 2008 (the “**CPA**”).

HOW WILL THE OFFER WORK?


8. The Offer is open to Entrants from 00h01 on 01 August 2020 up to and including 23h59 on 30 June 2021 (the “**Offer Period**”). Entrants will only be entitled to participate in the Offer provided they execute a claim in the manner detailed in paragraph 11 and submit that claim to the Promoters within the period running from 00h01 on 26 September 2020 up to and including 23h59 on 30 September 2021 (the “**Claim Period**”). No late claims submitted outside of the Claim Period or claims related to purchases made outside of the Offer Period, will be accepted.
9. In order to be eligible to participate in the Offer, Entrants must –
 - 9.1 be a natural person (i.e. Entrants cannot be a juristic entity);
 - 9.2 be a citizen of or permanent resident in the RSA;
 - 9.3 hold a valid RSA ID document or residence permit and passport document;
 - 9.4 be 18 (eighteen) years old or older, prior to the start of the Offer Period; and
 - 9.5 provide correct and full personal details (including but not limited to their full name, ID






- or passport number, e-mail address and contact number), as required by the Promoters;
- 9.6 provide to the Promoters details of the Entrant's personal, valid South African bank account in order for the refund to be paid;
 - 9.7 provide to Promoters the till slip from the retail store at which the product was purchased or the proof of purchase in respect of an online purchase, evidencing that the product was purchased by the Entrant at fair market value.
10. The Promoters and their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this Offer, or any other person who directly or indirectly controls or is controlled by the above named parties and their respective spouses, life-partners, business partners or immediate family members are not permitted to participate in this Offer.

HOW DO I PARTICIPATE IN THE OFFER?

11. To participate in the Offer, Entrants must –
- 11.1 Purchase any 1 (one) of the following Gillette razor products at fair market value in South African Rands (ZAR) (the “**Qualifying Products**”) either at a physical retail store or online during the Offer Period –

Family of Gillette Razor	Product Name	Barcode	Product Image
Fusion Proglide	Fusion Proglide (standard) handle + 4 blades	7702018469567	



	<p>Fusion Flexball Power handle + 1 blade</p>	<p>7702018390595</p>	
	<p>Fusion Flexball Manual handle + 2 blades</p>	<p>7702018390656</p>	
	<p>Fusion ProGlide Manual handle + 1 blade</p>	<p>7702018390700</p>	



Fusion	Fusion Razor Manual handle + 2 blades	7702018866946	
	Fusion Razor Manual handle + 1 blade	7702018951376	
Skinguard	Skinguard (standard) handle + 4 blades	7702018498543	



	Skinguard (standard) handle +2 blade s	7702018500062	
	Skinguard (standard) handle +1 blade	7702018500031	

11.2 Use your Gillette Qualifying Product for a minimum of 8 (eight) weeks (i.e. 56 (fifty-six) calendar days) from the date of purchase of the Qualifying Product (the “Usage Period”);

11.3 If after using the Qualifying Product in line with 11.2 above, you have not –

- (i) experienced a reduction in razor bumps within the Usage Period, in respect of any Gillette Qualifying Skinguard branded Product; or
- (ii) experienced a close shave within the Usage Period, in respect of any Gillette Qualifying Fusion or Fusion Proglide branded Product;

then submit a claim in line with point 4 below;

11.4 Submit a claim by –

- (i) completing the Gillette claim form found below (the questions in this form is not permitted to be altered by the claimant in any way);



Gillette Money Back
Offer claim form.docx

- (ii) email the completed claim form and proof of purchase (see 9.7 above) to pgconsumer@conexus.co.za;



- (iii) completed Gillette claim forms and proofs of purchase must be emailed to the above address within a maximum of 150 (one hundred and fifty) calendar days from the date of purchase of the Qualifying Product **and** in all cases, no later than the end of the Claim Period (see 8 above). No claims received after the Claim Period will be considered.
 - (iv) Claimants are not expected to return the Qualifying Product purchased in order to be entitled to a refund in terms of this Offer;
 - (v) In the event of any discrepancies / contradictions between these terms and conditions and the Gillette Claim Form, these terms and conditions will take preference.
- 12. Gillette claim forms that are incorrectly completed or missing information will not be considered as valid claims and will be rejected by the Promoters. Please ensure that the claim information is accurately completed in full, and all required information submitted in order for the claim to be deemed valid. Required information includes proof of purchase of the Qualifying Product (see 9.7 above) at fair market value. The Promoter/s shall not be liable for any inaccurate or invalid banking account details being provided by the Claimant/s and/or any erroneous payments made thereto. In such circumstances, the Claimant/s shall have no claim against the Promoter/s.
- 13. Should the Gillette claim form not be submitted in line with the time frames set out in paragraph 11.4 above for any reason whatsoever, then the claim will be deemed to be invalid and no refund in terms of this Offer will be due to the Entrant/s.
- 14. All Entrants who meet the eligibility requirements and fulfil the entry conditions set out above in full will be entitled to a refund in terms of this Offer. Should an Entrant/s claim be found to be invalid, the Promoters will notify the Entrant/s via email and/or phone within 7 (seven) business days of the outcome and reason for the rejected claim.
- 15. Should the Entrant/s claim be found to be valid and submitted in line with these terms and conditions, the Promoter will notify the Claimant/s via email and/or phone and the refund of the full purchase price for the Qualifying Product, provided it was purchased at fair market value, will be made into the Claimant/s nominated bank account via EFT within 7 (seven) business days .
- 16. Claimants are required to confirm with their nominated bank as to the time period within which the refund will reflect in / be released into their account as this may differ per bank. The Promoters and their agencies are not liable for any delays in the refund reflecting in the Claimant's nominated bank account. The Promoter/s decision is final in all cases.
- 17. Entrants may participate in the Offer only once, each. No bulk or third-party purchases will be accepted. The refund under this Offer is only valid for 1 (one) product purchase of 1 (one) Qualifying Product per household at fair market value. Should an Entrant purchase more than 1 (one) Qualifying Product per household, the Entrant shall only be entitled to participate in the Offer and submit a claim in respect of 1 (one) of the Qualifying Products. Any claim submitted in respect of a Qualifying Product purchased at an artificial price point intended to obtain a refund from Promoters in excess of the fair market value of the Qualifying Product will be deemed to be invalid and rejected. Such circumstances, the Entrant/s and Claimants will have no claim against the Promoters and will be deemed to have forfeited their refund under this Offer.
- 18. The Promoters reserve the right to –
 - 18.1 at any time prior to the End Date, amend the terms and conditions of the Offer or to terminate or suspend the Offer. The Promoters shall publish the new details in the revised terms and conditions. In the event of such change, suspension or termination, all Entrants agree to waive any rights that they may have in terms of the Offer and acknowledge that they will have no recourse against the Promoters, its advisors, suppliers and / or authorised agents; and
 - 18.2 disqualify a Claimant/s if they are unable to make contact with a Claimant/s after reasonable efforts to do so or if it is evident that a claim has been fraudulently submitted



and / or with the intent to obtain a refund from Promoters in excess of the fair market value of the Qualifying Product. Disqualified Claimant/s will have no claim against the Promoters in such circumstances and will be deemed to have forfeited their refund under this Offer.

19. The Claimant/s must be able to identify themselves (in a manner determined by the Promoters) as the Entrant/s that participated in the Offer and will have to comply with the required validation procedures in order to claim the refund. If the Claimant/s are not able to do so to the Promoters' satisfaction, such Claimant/s will forfeit the refund. The Claimant/s undertake to timeously do all things necessary to enable the Promoters to comply with its obligations under the CPA including, but not limited to signing an acknowledgement of receipt of the refund upon its payment.
20. Prior to awarding the refund/s, the Promoters may require the Claimant/s to sign such an authorisation / indemnity, the details of which shall be fully explained to the Claimant/s. If the Claimant/s do not provide such an authorisation / indemnity, the Claimant/s will forfeit the refund. Any such ineligible Claimant/s will have no claim against the Promoters, in such event.
21. Entrants and Claimants may be requested to take part in the Promoters publicity campaigns or to allow their names and likenesses to be used by the Promoters for promotional purposes. Entrants and Claimants are, however, entitled to decline such requests. No compensation will be payable to Entrants and Claimants for such use.

GENERAL

22. By participating in the Offer, you are entering a promotional competition or offer for the purposes of the CPA and the promotional competition or offer will be conducted in accordance with the relevant provisions of the CPA. The running of the Offer will be overseen and certified by an independent account, registered auditor, attorney or advocate as selected by the Promoters.
23. The information provided by Entrants and / or Claimants to Promoters in order to participate in the Offer will only be used by the Promoters for the purposes of the Offer.
24. The Promoters' decision on any matter related to the Offer (including the selection of Claimant/s and in the event of a dispute in regard to any aspect of the Offer) is final and binding and no correspondence will be entered into.
25. All Entrants and Claimant/s indemnify the Promoters, associated or group companies, and their directors, officers, employees, members, consultations or contractors and agents, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever in connection with their participation in any way whatsoever in this Offer. The Promoters are not liable for any technical or other failures affecting participation in the Offer (whether on or offline) and assume no liability whatsoever for any claim that has been omitted from participation in the Offer, for any reason whatsoever.