

THE PHILIPS WINTER COFFEE PROMOTION TERMS AND CONDITIONS

Please read the below Terms and Conditions carefully. By participating in this Promotion, you agree to comply with the Terms and Conditions set out below. If you do not agree with these Terms and Conditions, please do not participate in this Promotion. Please refer to this website for the most up to date Terms and Conditions for The Philips Winter Coffee Promotion on www.philips.co.za.

The Philips Winter Coffee Promotion ("Promotion") is presented by Philips South Africa Commercial (Pty) Limited, Registration number 1991/003236/07: and/or its agencies ("Organizer"). All Participants during the term of this Promotion agree to be bound by the following Terms and Conditions:

1. PROMOTION PERIOD AND REWARD:

- 1.1. The Promotion shall commence on Thursday 4 June 2020 at 00h00 and will run until Monday 31 August 2020 at 23h59 ("the Promotion Period") whilst stocks last, in the Republic of South Africa.
- 1.2. The Participant will be able to enter the Philips Winter Coffee Promotion to redeem the R 300 Le Creuset voucher ("Reward") by registering and uploading their proof of purchase from 4 June 2020 via the Whatsapp phone number 061 615 4333.
- 1.3. The Participant will be notified via WhatsApp within two business days that their registration is successful, along with their electronic Le Creuset voucher on the WhatsApp message, to then utilize on the Le Creuset website.
- 1.4. The duration of the Promotion may be extended or shortened at the discretion of the Organizer.

2. ELIGIBILITY:

- 2.1. To enter, all Participants must meet the following requirements: be at least 18 years or older and be a legal resident of the Republic of South Africa;
- 2.2. Have purchased any of the following Philips or Saeco coffee machines during the Promotional period and retain their proof of purchase to redeem their R300 Reward:

| SKU MODEL CODE | PRODUCT NAME |
|----------------|--|
| SM7686/00 | Saeco Xelsis Super Automatic Espresso Machine |
| SM5573/10 | Saeco Pico Barista Deluxe Fully Automatic Espresso Machine |
| SM5470/10 | Saeco Pico Barista Fully Automatic Espresso Machine |
| EP3243/50 | Philips Series 3200 Fully Automatic Espresso Machine |
| EP2235/40 | Philips Series 2200 Fully Automatic Espresso Machine |
| EP1220/00 | Philips Series 1200 Fully Automatic Espresso Machine |
| HD7762/00 | Philips Grind & Brew Coffee Maker |

- 2.3. Be a natural person and not a juristic person, which juristic person includes, but is not limited to a Business-to-Business (B2B) partner of the Organizer, cross border partner or retail partner of the Organizer. The product must be purchased in the Participant's name.
- 2.4. The Participant must purchase any of the qualifying products from a participating retailer while stocks last, on or before **31 August 2020**.

3. PROMOTION ENTRY AND REDEMPTION:

- 3.1. To qualify for the R 300 Le Creuset voucher, as per clause 2, the Participant must purchase a participating Philips or Saeco coffee machine and send their proof of purchase via Whatsapp to 061 615 4333, on or before 30 September 2020 in order to create a profile and register their purchase.
- 3.2. The Participant will be notified via Whatsapp within two business days that their registration is successful, along with their electronic Le Creuset voucher on the WhatsApp message, to then utilize on the Le Creuset website.
- 3.3. For clarity sake, any WhatsApp submissions received after 30 September 2020 will be null and void and the Reward will be forfeited.
- 3.4. The Participant will be required to use the Le Creuset voucher as per the specified terms and conditions for Le Creuset, which provide the opportunity for the Participant to use the voucher within 36 months.
- 3.5. This Reward is provided at the sole discretion of the Organizer.
- 3.6. Every time a Participant purchases a participating Philips or Saeco product, they will be able to register each separate purchase in order to qualify for the Reward.
- 3.7. The Organizer accepts no responsibility should point of sale communication materials be placed on the incorrect or non-participating products or any other communication materials concerning this Promotion.
- 3.8. The Reward is not transferable and may not be substituted or exchanged for cash or anything else.
- 3.9. In no way can a Reward be deducted off the product purchase price in any retailer.
- 3.10. Any costs over and above the Reward voucher will be for the Participant's own expense.
- 3.11. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of this Promotion.

4. GENERAL

- 4.1. In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any Participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion.
- 4.2. Participants acknowledge and accept that the Organizer shall utilize a third party (the "Organizer's authorized agent/s") to contact the Participant for queries or to arrange delivery of the Reward. In order to affect the contacting and delivery process, the Organizer's shall provide the Participant's information to such third party.
- 4.3. Details of Participants will not be used by the Organizer for Philips related communication should the Participants opt-out to receive further communication from the Organizer.
- 4.4. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 4.5. The Organizer may in its sole discretion amend these Terms and Conditions at any time, without notice.
- 4.6. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserve the right, in its sole discretion, to the fullest extent permitted by law:

- (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 4.7. Save as permitted by Law, the Organizer reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation or termination shall be deemed to have taken effect from the date of publication on the Organizer's website www.philips.co.za.
- 4.8. No liability shall lie against the Organizer 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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 4.9. The Organizer and its agencies reserve the right to correct any errors and omissions. These Terms and Conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 4.10. Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 4.11. The Organizer accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Reward owing to, but not limited to, stock unavailability, strike, lock out, destruction of products or the Reward on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 4.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 4.12.1. 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;
- 4.12.2. 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.
- 4.13. Any fraudulent behaviour will result in an immediate cancellation of the Participant's submission, and the Organizer reserves any rights in law to pursue appropriate compensation and / or institute criminal proceedings. The Organizer reserves the right to investigate any Participant's actions regarding any aspect of the Reward and the redemption thereof.
- 4.14. Any Participant who returns a product purchased during the Promotion Period forfeits their Reward. Regarding the Promotion returns policy, where Participants purchase qualifying products and return these products to the participating retailer, the following rules will apply:
- 4.14.1. A Participant returns or exchanges their purchase for any reason whatsoever with the participating retailer after the registration and upload process of the Reward, the Participant must call the redemption number on 061 615 4333 to cancel their registration and acknowledge that they are no longer able to claim the Reward;
- 4.14.2. If the Participant has already redeemed the Reward and then returns or exchanges their purchase, the Organizer reserves the right to claim back the value of the Reward from the Participant.

4.14.3. These terms and conditions and the Philips Privacy Policy found on (<http://www.philips.com/privacypolicy>) applies to all personal information that the entrants provide to Organizer for the purpose of participating in the Competition. The Participants also agree that Organizer may contact them by any means about the Competition. By entering this Competition, Participants authorize Philips and its subsidiaries, affiliates, agents or suppliers to collect, store and use, personal information of entrants for communication or statistical purposes. Organizer shall not sell, distribute or otherwise share the personal information with third parties, unless required for the execution of the Competition.

5. LIMITATION OF LIABILITY

- 5.1. Except to the fullest extent permitted by relevant laws, Philips shall not be liable for:
 - 5.1.1. Loss of business, profits, revenue, anticipated savings, (even where the same arise directly from a breach of these conditions);
 - 5.1.2. special, direct, indirect or consequential losses, even if foreseeable by or in the contemplation of Philips; or
 - 5.1.3. any claim made against Participants by any other person; and
 - 5.1.4. Except as expressly stated herein all conditions and warranties, implied statutory or otherwise, and are hereby excluded to the maximum extent permitted by law.

6. CONSUMER PROTECTION ACT

- 6.1. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.
- 6.2. By entering this Promotion, Participants authorise the Organiser and its subsidiaries, affiliates, agents or suppliers to collect, process, store and use, personal information of Participants for future communication or statistical purposes. Philips shall not sell, distribute or otherwise share the personal information with third parties, unless required for the purposes of communication and advertising in future campaigns.