

THE PHILIPS DOUBLE DELITE 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 Double Delite Promotion www.philipsdoubledelite.co.za.

The Philips Double Delite 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:

- 1.1. The Promotion shall commence on 18 October 2019 at 00h00 and will run until 31 December 2019 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 Double Delite website to register and upload their proof of purchase from the 18 October 2019.
- 1.3. The Participant will be notified via SMS on the 29th November 2019 that the website will be open to complete their entry and submit for verification via checkout.
- 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 two (2) or more participating Philips products to the value of R1500 (One Thousand Five Hundred Rand) or more and retain their proof of purchase to redeem a reward in accordance with the following:
 - 2.2.1. Tier 1: Purchase two (2) or more Philips products to the total value of between R 1500 (One Thousand Five Hundred Rand) and R2999 (Two Thousand Nine Hundred and Ninety Nine Rand) and receive a choice of a R500 (Five Hundred Rand) Travel, Lifestyle or Family Voucher.
 - 2.2.2. Tier 2: Purchase two (2) or more Philips products to the total value of between R 3000 (Three Thousand Rand) and R5999 (Five Thousand Nine Hundred and Ninety Rand) and receive a choice of a R1000 (One Thousand Rand) Travel, Lifestyle or Family Voucher.
 - 2.2.3. Tier 3: Purchase two (2) or more Philips products to the total value of R 6000 (Six Thousand Rand) or more and receive a choice of a R2500 (Two Thousand and Five Hundred Rand) Travel, Lifestyle or Family Voucher.
- 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 store while stocks last, on or before **31 December 2019**.
- 2.5. Philips products not included in the promotion:
 - 2.5.1. Lighting products,
 - 2.5.2. Television products
 - 2.5.3. Philips Avent products.

3. PROMOTION ENTRY AND REDEMPTION:

- 3.1. To qualify for the Travel, Lifestyle or Family Reward as per clause 2, the Participant must purchase two (2) products to the value of R1500 (One Thousand Five Hundred Rand) or more and the Participant must do the following:
 - 3.1.1. Purchase a participating Philips product within the Promotional Period.
 - 3.1.2. SMS the Keyword "Philips" to **48467** (SMS is charged at R1.50. Free SMS or minutes do not apply), by **31 December 2019** in order to create a profile and register their purchase.
 - 3.1.3. The Participant will be sent a response SMS with a link to an online registration platform where they will need to create a profile.
 - 3.1.4. On completion of the online profile, the Participant will be sent a verification email. Completion of the online profile and verification email by the Participant must take place by **11 January 2020**. A Participant will only be allowed to create one profile where all products purchased must be registered against the same profile.
 - 3.1.5. Once the Participant has verified their email address, the Participant will be directed to a product upload page that requires the Participant to register each product purchased separately by **11 January 2020**, including a valid copy of their proof of purchase.
 - 3.1.6. For clarity sake, all SMS entries need to be sent and received by Philips by the **31 December 2019** and all profile creation and product upload must take place before **11 January 2020**. **Any submissions received after 11 January 2020 will be null and void and the reward will be forfeited.**
 - 3.1.7. The Participant will have the option to 'Check Out' their points to redeem their reward options or to purchase and upload more Philips products.
 - 3.1.8. Once the Participant has 'Checked Out', their entry will be verified.
 - 3.1.9. Correctly verified entries will be allocated a Reward on the website Wallet for the Participant to choose their Reward.
 - 3.1.10. The Reward value and tier will be allocated on how much the Participant spent on Philips products within the Promotional period.
 - 3.1.11. By **31 March 2020**, the Participants who comply with the entry and submission requirements and have been successfully verified will be notified (via SMS) that they have been awarded a Reward after which they will be given access to the website Wallet to redeem their Partner Voucher/s.
 - 3.1.12. A Participant must choose and redeem their Partner Voucher/s within the website Wallet within six months of receiving the SMS notification informing them that they qualify and that they need to follow the redemption steps for the specific Partner Voucher.
 - 3.1.13. The Participant will be required to use the Partner Voucher as per the specified terms and conditions for each partner. For travel rewards, all travel bookings and travel must be completed by 31 December 2020.

3.1.14. The Participant will be required to follow the Partner Voucher redemption steps as specified by the Partner's Terms and Conditions.

4. IMPORTANT CONSIDERATIONS FOR PARTICIPATIONS IN THE PROMOTION

- 4.1. It is the Participant's responsibility to ensure that they receive an SMS response within 48 (forty-eight) hours of sending the SMS to the Organizer with a link to an online platform. In the event that no response is received, the Participant is required to contact the Organizer on 087 056 2159 by **7 January 2020**. If the Participant does not follow this process and does not receive a response, their entry will not be considered. If the Organizer has not received feedback, the Organizer will assume that the Participant has received an SMS response. Any Participant who has unsubscribed from receiving marketing SMS from the Organizer may not receive the SMS and it is the Participant's responsibility to notify the Organizer on 087 056 2159. The Organizer will not be held responsible for response SMS's not received by Participants.
- 4.2. The Participant will be required to upload a valid proof of purchase detailing a qualifying Philips product purchased within the Promotional Period. All images uploaded need to be clear with all necessary information visible.
- 4.3. Each product purchased will need to be submitted separately.
- 4.4. In the event that an uploaded image does not conform to the Organizer's requirements, the Participant will be required to resubmit the correct image. All online submissions must be completed by **11 January 2020**.
- 4.5. For clarity sake, all profile creations and product uploads must take place before **11 January 2020**. Any submissions received after **11 January 2020** will be null and void and the reward will be forfeited. It is the responsibility of the Participant to ensure their online submission is complete in all respects.
- 4.6. If the contents of the Participant's online submission are not verified for whatever reason, the Participant will not receive their Reward.
- 4.7. The responsibility to ensure that they provide the correct information to facilitate the correct entry rests with the Participant.
- 4.8. Participants are encouraged to purchase multiple products to increase the value of their reward. If only one product is purchased and registered, no matter the value, the Participant will not qualify for the reward. If multiple products are purchased and the total value of the products purchased is less than R1500 (One Thousand Five Hundred Rand), the Participant will not qualify for a reward. If a Participant does not complete the profile creation and register the products they purchased, they will not be eligible for a reward.
- 4.9. Travel must be booked and completed by **31 December 2020**, failing which the Reward will be forfeited and the Participant shall not have any claim against the Organizer as a result thereof.
- 4.10. If by **1 May 2020** a qualifying Participant has not received their reward SMS pin code, they will be required to contact the Concierge Service on 087 056 2159.
- 4.11. The Participant who qualifies for a Reward, will be able to choose one Reward from one of the below reward offerings based on their Reward Tier. For the Reward Terms and Conditions pertaining to each reward, please refer to clause 5 below.

Tier 1 - R500	Tier 2 - R1000	Tier 1 - R2500
<u>FAMILY</u>		
Spur Group (Panarottis, Spur, John Dory)	Spur Group (Panarottis, Spur, John Dory)	Spur Group (Panarottis, Spur, John Dory)
Webtickets	Webtickets	Webtickets
Exclusive Books	Exclusive Books	Exclusive Books
Uber Eats	Uber Eats	Uber Eats
<u>LIFESTYLE</u>		
Sportsman Warehouse	Sportsman Warehouse	Sportsman Warehouse
BodyTec		
Fitchef	Fitchef	Fitchef
Reebok	Reebok	Reebok
Superbalist	Superbalist	Superbalist
<u>TRAVEL</u>		
Uber	Uber	Uber
Flight Centre	Flight Centre	Flight Centre
		MSC

5. **REWARDS (PARTNER VOUCHERS):**

- 5.1. This Reward is provided at the sole discretion of the Organizer. Every time a Participant purchases a participating Philips products, they will be required to register each purchase in order to qualify for a reward. 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.
- 5.2. The Reward is not transferable and may not be substituted or exchanged for cash or anything else. In no way can a Reward be deducted off the product purchase price in any retailer.
- 5.3. The Reward vouchers are governed by the following Terms and Conditions:

TRAVEL

5.4. UBER

- 5.4.1. The Uber reward entitles the Participant to Uber vouchers up to the value of their allocated tier.
- 5.4.2. Only one individual Uber ride voucher may be used per ride.
- 5.4.3. The Participant will be eligible to redeem multiple Uber vouchers up to the maximum value of their tier.
- 5.4.4. Should the full value of the individual Uber ride voucher not be used on a single Uber ride, the Participant will forfeit the remaining value of the individual Uber ride voucher.
- 5.4.5. Should the Uber ride be more than the value of the individual Uber ride voucher, the Participant will be required to pay in the difference of the cost,
- 5.4.6. The Participant has 24 (twenty four) months from the date of issue of the Uber voucher/s to use them on the Uber app.
- 5.4.7. Participant will be required to download the Uber app to use their vouchers.
- 5.4.8. All Uber rides need to be booked via the Uber app.

5.4.9. Uber vouchers are subject to Uber's regular Terms and Conditions, which are subject to change, unless otherwise specified in this section

5.5. MSC CRUISES

- 5.5.1. The MSC Cruises reward entitles the Participant to a MSC Cruises voucher up to the value of their allocated tier.
- 5.5.2. The value of the MSC Cruises voucher is to a maximum value that is rewarded to the Participant.
- 5.5.3. All travel must be booked by the 31 December 2020 and all travel must take place by 30 April 2021.
- 5.5.4. If the value of the cruise is less than the value of the voucher the Participant will forfeit the remaining value of the voucher.
- 5.5.5. If the value of the cruise is more than the value of the voucher the Participant will be required to pay in the difference.
- 5.5.6. Bookings can only be held for 72 (seventy two) hours before the booking is cancelled. This is a MSC Cruises booking system requirement and cannot be extended. If a booking is not confirmed within 72 (seventy two) hours of the provisional booking being confirmed, the booking will be cancelled by the MSC booking system and a new booking will need to be requested by the Participant. The value and availability of the cruise may change within this period and neither MSC nor the Organizer can guarantee a cost or cruise availability.
- 5.5.7. One of the travellers must be the person who purchased the Philips products.
- 5.5.8. The offer is not transferable, for sale or re-sale, or redeemable for cash under any circumstance. Unused MSC voucher values will not be transferred to the Participant and cannot be used towards another cruise or passenger.
- 5.5.9. All cruises are subject to availability at time of booking.
- 5.5.10. The MSC voucher applies to the cost of the cruise only (the pre-cruise costs only).
- 5.5.11. The Offer Excludes:
 - 5.5.11.1. All spending money
 - 5.5.11.2. All transport to and from the port of departure or arrival
 - 5.5.11.3. Any other travel costs
 - 5.5.11.4. All travel insurance costs
 - 5.5.11.5. All visa costs if visas are required
 - 5.5.11.6. All passport costs if passports are required
 - 5.5.11.7. Any additional costs incurred
 - 5.5.11.8. On-board meals, drinks and activities not included in the price of the cruise.
- 5.5.12. Costs fluctuate daily and the price viewed on the website may differ in the period of viewing the cruise cost and booking.
- 5.5.13. MSC Cruise tickets will be sent to the participant 7 (seven) days before departure.
- 5.5.14. All bookings must be made in advance and using the MSC concierge service call centre number provided. Any bookings made through a travel agent or any other travel suppliers or through any other MSC booking terminals will not be eligible to be transferred in order to use the voucher.

- 5.5.15. The cruise booking needs to take place at least 30 days in advance. Any booking request that is less than 30 days in advance will not be allowed.
- 5.5.16. Should a booking be cancelled a cancellation fee will apply.
- 5.5.17. The full Terms and Conditions set out by MSC Cruises, and are available on request.

5.6. FLIGHT CENTRE TRAVEL GROUP (FCTG)

- 5.6.1. The Flight Centre Travel Group (FCTG) reward entitles the Participant to a FCTG voucher up to the value of their allocated tier.
- 5.6.2. The Participant will be required to log onto the dedicated FCTG website and follow the prompts to book their travel. In the event that the Participant would like to book a package they will be provided with the booking details on the website.
- 5.6.3. If the value of the purchase is less than the value of the voucher the Participant will forfeit the remaining value of the voucher.
- 5.6.4. If the value of the purchase is more than the value of the voucher the Participant will be required to pay in the difference.
- 5.6.5. All travel needs to be taken place by the 31 December 2020.
- 5.6.6. FCTG's vouchers are subject to FCTG's regular Terms and Conditions, which are subject to change, unless otherwise specified in this section. For full Terms and Conditions visit: <https://www.flightcentre.co.za/booking-terms-condition>

LIFESTYLE

5.7. BODYTEC

- 5.7.1. The BODYTEC reward entitles the Participant to a BODYTEC voucher up to the value of their allocated tier.
- 5.7.2. This reward is only available in the R500 (Five Hundred Rand) reward category and its total value is R510 (Five Hundred and Ten Rand).
- 5.7.3. This reward entitles the Participant to 2 (two) trial sessions and 2 (two) pairs of BODYTEC socks. This reward is to be used by 2 (two) people.
- 5.7.4. This voucher is valid until 1 October 2020.
- 5.7.5. Sessions are not transferable and cannot be exchanged for cash.
- 5.7.6. The sessions can only be redeemed once per Participant.
- 5.7.7. Participants have to be 18 years or older.
- 5.7.8. These sessions are only valid upon presentation of the SMS or emailed Philips voucher.
- 5.7.9. The sessions can only be redeemed at one studio and it is not transferable to another studio.
- 5.7.10. The sessions are not refundable.
- 5.7.11. Medical approval is required in the case of certain conditions before Electro Muscle Stimulation (EMS) training will be allowed. Please read our below contraindications carefully:
 - 5.7.12. EMS training is not allowed with the following conditions:
 - 5.7.12.1. Pacemaker

- 5.7.12.2. Pregnancy
- 5.7.12.3. Acute illness; fever, acute bacterial/viral infection, acute inflammatory processes (e.g. arthritis, malign tumors, cancer)
- 5.7.13. EMS training will only be permitted for the following conditions after obtaining medical approval:
 - 5.7.13.1. Circulatory disorders, acute stroke, stent, thrombosis and cardiovascular disease (e.g. arteriosclerosis)
 - 5.7.13.2. Bleeding, bleeding tendency, haemophilia
 - 5.7.13.3. Diabetes mellitus
 - 5.7.13.4. Abdominal wall hernia or inguinal hernia
 - 5.7.13.5. Severe neurological disorders (e.g. epilepsy, multiple sclerosis, amyotrophic lateral sclerosis)
 - 5.7.13.6. Acute operation (within 8 weeks)

5.8. FIT CHEF

- 5.8.1. The Fit Chef reward entitles the Participant to a Fit Chef voucher up to the value of their allocated tier.
- 5.8.2. To redeem the reward the Participant will be required to visit www.fitchef.co.za, make their selection and then click on the “vouchers and promo code” button on the checkout page.
- 5.8.3. Fit Chef Vouchers are valid until 1 October 2020. If the voucher has not been used within that period, it will expire.
- 5.8.4. If the value of the purchase is less than the value of the voucher the Participant will forfeit the remaining value of the voucher.
- 5.8.5. If the value of the purchase is more than the value of the voucher the Participant will be required to pay in the difference.

5.9. SUPERBALIST

- 5.9.1. The Superbalist reward entitles the Participant to a Superbalist voucher up to the value of their allocated tier.
- 5.9.2. To redeem this reward the Participant must visit www.superbalist.com and enter the voucher pin code (promo code) on payment.
- 5.9.3. This reward may only be used and cannot be split across multiple accounts.
- 5.9.4. Only one voucher pin code may be used per purchase.
- 5.9.5. This voucher is valid until 1 October 2020.
- 5.9.6. If the value of the purchase is less than the value of the voucher the Participant will forfeit the remaining value of the voucher.
- 5.9.7. If the value of the purchase is more than the value of the voucher the Participant will be required to pay in the difference.
- 5.9.8. Returns made on items purchased using wallet funds will be refunded directly into the Participant’s Superbalist wallet to be used for future purchases.

5.10. REEBOK

- 5.10.1. The Reebok reward entitles the Participant to a Reebok voucher up to the value of their allocated tier.
- 5.10.2. To redeem this reward the Participant must visit www.reebok.co.za and enter the voucher pin code (promo code) on payment.
- 5.10.3. This reward may only be used and cannot be split across multiple accounts.
- 5.10.4. Only one voucher pin code may be used per purchase.
- 5.10.5. This voucher is valid until 31 October 2020.
- 5.10.6. If the value of the purchase is less than the value of the voucher the Participant will forfeit the remaining value of the voucher.
- 5.10.7. If the value of the purchase is more than the value of the voucher the Participant will be required to pay in the difference.
- 5.10.8. This voucher can only be used online and not in store.
- 5.10.9. Exchanges or returns will be governed by Reeboks' returns policy
- 5.10.10. The voucher is redeemable only on original priced items and cannot be used in conjunction with any other special offer(s), markdown, sales items, discounts or courier fees.
- 5.10.11. Use of the voucher on www.reebok.co.za is subject to the terms and conditions of sale on-line and available therein.
- 5.10.12. For full Terms and Conditions please visit:
<https://www.reebok.co.za/terms/>

5.11.

5.12. EXCLUSIVE BOOKS

- 5.12.1. The Exclusive Books reward entitles the Participant to an Exclusive Books voucher up to the value of their allocated tier.
- 5.12.2. Vouchers can be redeemed online or at any Exclusive Books store in South Africa.
- 5.12.3. To redeem the voucher online the Participant will need to register and sign in at www.exclusivebooks.co.za. The Participant will be able to enter the voucher code in Step 3 (Payment) while placing an order, or click on [link your voucher to your profile](#) to use it at a later stage.
- 5.12.4. The Participant may only redeem the full value of the voucher once.
- 5.12.5. If the value of the purchase is less than the value of the voucher the Participant will be issued a second voucher equal to the value of the amount remaining on the voucher after their purchase.
- 5.12.6. If the value of the purchase is more than the value of the voucher the Participant will be required to pay in the difference.
- 5.12.7. If the Participant has any questions about their digital voucher, they may contact Exclusive Books on 0800 322 550 or info@exclusivebooks.co.za.
- 5.12.8. Vouchers are valid for 24 (twenty four) months from the date of issue and cannot be exchanged for cash or used to pay any customer accounts.
- 5.12.9. Lost or stolen vouchers cannot be replaced.

5.13. SPORTSMAN WAREHOUSE

- 5.13.1. The Sportsmans Warehouse reward entitles the Participant to a Sportsmans Warehouse voucher up to the value of their allocated tier.
- 5.13.2. The voucher is only redeemable for merchandise and services at Sportsmans Warehouse and may not be redeemed for cash.
- 5.13.3. To redeem the voucher, the Participant will be required to present the voucher to the cashier at the time of purchase and indicate the value to be applied.
- 5.13.4. Acceptance of the voucher is at the discretion of Sportsmans Warehouse and must have been successfully authorised.
- 5.13.5. If the value of the purchase is less than the value of the voucher the remaining value will remain on the voucher and will expire 24 (twenty four) months after the original issue date.
- 5.13.6. If the value of the purchase is more than the value of the voucher the Participant will be required to pay in the difference.
- 5.13.7. Sportsmans Warehouse is not responsible for replacing the value of the voucher if it is lost, stolen, destroyed or used without consent.

5.14. WEBTICKETS

- 5.14.1. The Webtickets reward entitles the Participant to a Webtickets voucher up to the value of their allocated tier.
- 5.14.2. Vouchers cannot be redeemed for Table Mountain Aerial Cableway and Robben Island Museum Tours.
- 5.14.3. Vouchers expire after 24 (twenty four) months from date of issue.
- 5.14.4. If the value of the purchase is less than the value of the voucher the Participant will forfeit the remaining value of the voucher.
- 5.14.5. If the value of the purchase is more than the value of the voucher the Participant will be required to pay in the difference.
- 5.14.6. For full Terms and Conditions please visit:
<http://www.webtickets.co.za/item.aspx?itemid=1248>

FAMILY

5.15. SPUR GROUP (SPUR, PANAROTTIS AND JOHN DORY)

- 5.15.1. The Spur Group reward entitles the Participant to a Spur Group voucher up to the value of their allocated tier.
- 5.15.2. The Participant will be required to choose one of the below restaurants and will not be able to use the Reward at any other Spur Group venue or across multiple different venues.
 - 5.15.2.1. Spur
 - 5.15.2.2. Panarottis
 - 5.15.2.3. John Dory

- 5.15.3. The voucher is valid for a period of 24 (twenty four) months from the initial issue date where after the voucher will expire.
- 5.15.4. Amounts loaded onto the voucher may not be refunded or exchanged for cash or credit.
- 5.15.5. To redeem your voucher, the Participant will be required to:
- write down the Unique Code which was SMSed to the Participant when settling the purchase price of such order and/or paying such gratuity; and
 - indicate the portion of the purchase price to be removed utilising the Unique Code and/or the quantum of any gratuity that will be paid utilising the voucher.
- 5.15.6. If the value of the purchase is less than the value of the voucher the Participant will forfeit the remaining value of the voucher
- 5.15.7. If the value of the purchase is more than the value of the voucher the Participant will be required to pay in the difference.
- 5.15.8. When the Participant tenders the voucher as payment for, or towards, the purchase price of an order and/or as payment for any gratuity, an amount equal to, or towards, the purchase price of the order (or portion thereof) and/or to such gratuity (or portion thereof) will be deducted from the voucher. No cash refunds will be given in the event of any pre-paid amounts remaining on the voucher after the payment as aforesaid.
- 5.15.9. In the event of the voucher being used to make part payment of any order and/or gratuity, the balance of such order is to be paid in full in cash or using any major credit cards accepted by such Restaurant.
- 5.15.10. Should the voucher be lost or stolen or misappropriated in any other manner whatsoever whilst in the possession of the Participant, neither Spur Group nor its franchisees (the franchisees) will be liable to the Purchaser or the Participant for any form of reimbursement or compensation of any nature whatsoever.
- 5.15.11. Misuse of the voucher may constitute fraud and the voucher may not be used for any unlawful purpose.
- 5.15.12. Neither Spur Group nor any of its franchisees will be liable for any losses in the event that the voucher cannot be utilised on any specific occasion for any reason arising out of any failure, malfunction or delay in any electronic device for any reason.
- 5.15.13. For full Terms and Conditions please visit:
- <https://www.johnsclub.co.za/#!/giftcard/welcome>
 - <https://panarottisrewards.co.za/#!/giftcard/welcome>
 - <https://www.familycard.co.za/#!/giftcard/welcome>

5.16. UBER EATS

- 5.16.1. The Uber Eats reward entitles the Participant to an Uber Eats voucher up to the value of their allocated tier.
- 5.16.2. Only one individual voucher may be used per order.
- 5.16.3. The Participant will be eligible to redeem multiple Uber vouchers up to the maximum value of their tier.
- 5.16.4. Should the full value of the individual voucher not be used on a single Uber Eats order, the Participant will forfeit the remaining value of the individual voucher.

- 5.16.5. Should the voucher be more than the value of the order of the voucher, the Participant will be required to pay in the difference of the cost.
- 5.16.6. The Participant has 24 (twenty four) months from the date of issue of the Reward voucher to redeem their Uber Eats vouchers.
- 5.16.7. The Participant will be required to download the Uber Eats app to use their vouchers.
- 5.16.8. All Uber Eats voucher needs to be booked via the Uber Eats app.
- 5.16.9. Vouchers are subject to Uber's regular Terms and Conditions, which are subject to change, unless otherwise specified in this section.

6. GENERAL REWARD TERMS & CONDITIONS

- 6.1. All Travel bookings are subject to limited availability. In the event that dates requested are not available, the Participant will be required to provide alternative dates. Cancellations or travel changes after confirmation of booking will not be permitted. However, changes may be made directly with the service provider and all costs incurred as a result will be for the Participant's expense. This includes, but is not limited to any cancellation fees and rebooking fees.
- 6.2. Children under 16 (sixteen) years cannot travel unaccompanied. For persons between the ages of 16 (sixteen) and 21 (twenty - one), parental/ guardian approval may be requested. Any additional charges arising from additional passengers will be for the prize-winner's own account. The Organizer and its agencies cannot be held liable for any changes to flight schedules, routes and destinations or loss of baggage.
- 6.3. No matter the total value of products purchased, the Participant will only be allocated one Reward.
- 6.4. Once the Participant has selected their chosen Reward voucher they cannot decide to change their reward for another option.
- 6.5. Any costs over and above the Reward voucher will be for the Participant's own expense.
- 6.6. The travel voucher reward can be used for any holiday or package supplied by The Partner.
- 6.7. Any additional charges over and above the value of the Participant's voucher will be for the Participant's own account.
- 6.8. Any contravention of any travel bookings terms may result in the voucher becoming null and void.
- 6.9. One of the travellers must be the person who purchased and registered the Philips products and the reward cannot be transferred for cash.
- 6.10. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of this Promotion.

7. GENERAL

- 7.1. 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.
- 7.2. Participant's 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.

- 7.3. 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.
- 7.4. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 7.5. The Organizer may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organizer's website www.philipsdoubledelite.co.za. The onus rests on the Participant to constantly check the website for updates to the Terms and Conditions.
- 7.6. 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.
- 7.7. 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.philipsdoubledelite.co.za.
- 7.8. 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.
- 7.9. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating gyms and Partners, associated with this Promotion. Where there is a conflict between the Terms and Conditions of the Organizer and those of the authorized participating gyms and Partners, the Terms and Conditions of the Organizer shall prevail.
- 7.10. 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.
- 7.11. 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.
- 7.12. 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.
- 7.13. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

- 7.13.1. 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;
- 7.13.2. 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.
- 7.14. 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.
- 7.15. 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:
 - 7.15.1. 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 Concierge Service on 087 0562 159 to cancel their registration and upload and acknowledge that they are no longer able to claim the reward corresponding to the product model code returned
 - 7.15.2. 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.

8. LIMITATION OF LIABILITY

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

9. CONSUMER PROTECTION ACT

- 9.1. 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.

10. PROCESSING OF DATA

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 advertizing future campaigns.