

COMPETITION TERMS AND CONDITIONS

OFFER TO PARTICIPATE – REVLON MOTHER’S DAY COMPETITION (“the Competition”)

The promoter of the Competition is Revlon South Africa (Pty) Ltd, with registered company no.: 1959/002102/07 (hereinafter referred to as the “Promoter”).

All persons entering this Competition ("the Participant/s") agree that the rules of the Competition as set out in these terms and conditions are legally binding on them in all respects.

1. IMPORTANT NOTICE

1.1 These terms and conditions and rules of the Competition contain certain terms and conditions which appear in similar text style to this clause and which:

1.1.1 limit or may limit the risk or liability of the Promoter and / or a third party; and/or

1.1.2 create or may create risk or liability for the Participant; and/or

1.1.3 indemnify or may compel the Participant to indemnify the Promoter and / or a third party; and/or

1.1.4 serves as an acknowledgement, by the Participant that he/she has read and understood the Terms and Conditions of the Competition.

1.2 The Participant's attention is drawn to these Terms and Conditions, which are legally binding and should accordingly be carefully considered and noted by the Participant.

1.3 Nothing in these Terms and Conditions is intended to or shall be misconstrued as unlawfully restricting and / or limiting any rights and / or obligations, as the case may be, created for either the Participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

- 1.4 The Participant acknowledges that by submitting his / her / their entry to the Competition he / she / they has/have been given an appropriate opportunity to first read these terms and conditions before entering and that he / she / they understand/s and agrees to be bound by these terms and conditions.
- 1.5 Should any provision of the Terms and Conditions require interpretation, such provision will be interpreted by the Promoter in its sole and absolute discretion.
- 1.6 All Participants to this Competition participate entirely at their own risk. By reading and accepting these Terms and Conditions, the Participant consents to these risks and hereby indemnifies and holds harmless the Promoter and all its subsidiaries and associated entities; their directors, employees and agents from any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Competition and, where applicable, related events and activities, or resulting from the acceptance of and / or use of the prize/s on offer, including but not limited to loss/damage arising out of/pursuant to personal injury, death, property damage and claims based on publicity rights, defamation and/or privacy rights.

2. RULES OF THE COMPETITION

- 2.1 Prizes are not transferable and may not be exchanged for cash or other prizes.
- 2.2 In order to qualify as a Participant for this Competition:
 - 2.2.1 the Participant must live in the Republic of South Africa;
 - 2.2.2 the Participant must provide correct and full personal details, as required;
 - 2.2.3 the Participant must provide proof of their identity in order for the Promoter to carry out necessary verification;
 - 2.2.4 the Participant cannot be a juristic entity and must be an individual.
 - 2.2.5 the Competition is open to Participants of all ages, save that, Participants who are under the age of 18 years require the prior consent and assistance of their legal guardian to enter the Competition and such Participant/s warrant the existence of such consent and assistance.

3. DURATION \OF THE COMPETITION

3.1 The Competition will run from 09h00 on 14 May 2023 to 23:59 on 21 May 2023.

4. HOW TO ENTER

4.1 To enter the Competition, the Participant must follow @revlonsa on Instagram; answer the Competition question on Instagram, and tag his/her/their mother, during the Competition period to be eligible to enter the Competition.

5. PRIZES

5.1 One (1) lucky winners will each win two (2) x ColorStay ranges for the winner and his/her/their mom, each range to the value of R3 229,30 and the total value of the prizes R6 458,60

5.2 The ColorStay range includes:

5.2.1 1 x ColorStay Blot Setting Powder

5.2.2 1 x ColorStay Pressed Powder

5.2.3 1 x ColorStay Grip Matte Primer

5.2.4 1 x ColorStay Lock Setting Mist

5.2.5 1 x ColorStay Matte Lite Crayon (in most popular shade)

5.2.6 1 x ColorStay Satin Ink (in most popular shade)

5.2.7 1 x ColorStay Satin Ink Crown Jewels (in most popular shade)

5.2.8 1 x ColorStay Longwear Lip Liner (in shades that match one of the above lip colors)

5.2.9 1 x ColorStay Semi Permanent Brow Ink

5.2.10 1 x ColorStay Micro Hyper Precision Eyeliner (in Black)

5.2.11 1 x So Fierce! Mascara

5.2.12 1 x ColorStay Day to Night Eyeshadow Quad (in any shade)

5.2.13 1 x ColorStay 5-in-1 Concealer Neutraliser

5.2.14 1 x ColorStay P/R Rose Glow Primer.

(the "ColorStay range")

6. SELECTION OF COMPETITION WINNER/S

6.1 Winners will be randomly selected by a panel of judges from all entries which answered the Competition question correctly. The decision by the judging panel is final and no further deliberation will be entered into.

- 6.2 An announcement of the winner/s of the Competition will only take place once the winner/s has/have been contacted and all his/her/their details verified in accordance with clause 2.2.
- 6.3 Winners will be contacted via email or telephonically by the Promoter. The Promoter reserves the right to disqualify a winner if he/she/they does/do not respond to email or telephone call within 48 hours of the winners' selection and to select a replacement winner from the entries for the Competition. In such circumstances, the replacement winner shall be contacted via email or telephonically by the Promoter as soon as reasonably practicable and shall be required to respond to the Promoter in the manner set out in such correspondence. In the event that the replacement winner fails to respond timeously to the Promoter as required, then the Promoter shall be entitled to draw a second replacement winner, and the provisions of this clause shall apply to all such redrawn winners until a winner can be contacted and confirmed. If the selected winner does not provide any contact details a redraw in accordance with this clause shall take place immediately.
- 6.4 Any winner who fails to respond and as a result a replacement winner is selected in terms of clause 3.3 above shall not have any recourse against the Promoter, their directors, employees, advertising agencies, advisors, suppliers and nominated agents in this regard.
- 6.5 Any person who is at the date of awarding the prize/s:
- 6.5.1 A director, member, partner, employee, agent of or consultant of the Promoter (or any of its subsidiaries, holding companies and other subsidiaries of its holding companies) or any other person who directly or indirectly controls or is controlled by the Promoter; or
- 6.5.2 A spouse, life partner, parent, child, brother, sister, business partner or associate of any person contemplated in clause 3.5.1 above;
- 6.5.3 A supplier/ service provider to the Promoter (or any of its subsidiaries, holding companies and other subsidiaries of its holding companies) of goods or services; or

- 6.5.4 A director, member, partner, employee, agent of or consultant to, spouse, life partner, parent, child, brother, sister, business partner or associate of any person contemplated in clause 3.5.3 above; and
- 6.5.5 Any supplier of the prize under the Competition, may not participate in the Competition and will be ineligible to receive all/any prize/s on offer.
- 6.6 Non-compliance with these rules shall render the winner ineligible to participate in this Competition and to receive prize/s. Such person hereby acknowledges that he/she/they will have no recourse or claim of any nature whatsoever against the Promoter and/or its subsidiaries and/or its holding companies or subsidiaries of its holding companies (including the directors, employees, members, independent contractors, agents, consultants, sub-contractors and/or any other representatives of the said entities).
- 6.7 The Promoter reserves the right to postpone the date upon which the winner is selected in accordance with the Regulations promulgated from time to time under the Disaster Management Act, 2002.
- 6.8 The Promoter reserves the right to amend the Terms and Conditions as well as terminate the Competition at any time. In the event of such termination, all Participants hereby waive any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against the Promoter, their directors, employees, advertising agencies, advisors, suppliers and nominated agents.

7. GENERAL

- 7.1 By entering the Competition in accordance with its terms, the Participant acknowledges and understands that he/she is entering a competition, for the purposes of the CPA and the Competition will be conducted in accordance with the relevant provisions of the CPA. Further, should the Participant win a prize in the Competition, he/she undertakes to expeditiously do all things necessary to enable the Promoter to comply with its obligations under the CPA including, but not limited to:
- 7.1.1 providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number); and

- 7.1.2 signing receipt of the prize upon its delivery.
- 7.2 Personal information, as above, shall have the meaning given in the Protection of Personal Information Act, 4 of 2013 ("POPIA") and any other Regulations, Directives, Decisions or Guidelines on data protection or data privacy and guidance issued by the Information Regulator of South Africa ("Data Protection Legislation").
- 7.3 The Promoter and the Participant shall comply with the requirements applicable to it under the Data Protection Legislation and the data protection principles specified in the Data Protection Legislation that are applicable to it.
- 7.4 The information requested shall not be used for any other purposes outside of the following:
- 7.4.1 For verifying the Participant's identity for security purposes.
- 7.4.2 Will not be used for marketing of any third party services/products.
- 7.4.3 Shall not under any circumstances divulge the Participant's contact information to any person outside of the judicial winner selection party.
- 7.5 The Competition and these Terms and Conditions and any dispute pursuant thereto shall be subject to and construed in accordance with the laws of the Republic of South Africa. The South African courts shall have exclusive jurisdiction to determine all/any disputes in respect of/flowing from the application of these Terms and Conditions and otherwise in respect of the Competition.
- 7.6 The winner hereby consents to the Promoter publishing his/her name/s or his/her photograph on the Promoter social media pages, which consent may be revoked in writing.
- 7.7 The Promoter shall conduct the Competition, and its decision on any matter related to the Competition, including the selection of prize winners is final and no correspondence will be entered into.

7.8 By entering the Competition, the Participant agrees and consents to be bound by any terms and conditions that may be imposed by Instagram.