

## **Full Terms and Conditions**

These Terms and Conditions are between you and Energizer Trading Limited located at Sword House, Totteridge Road, High Wycombe, HP13 6DG England (the "Promoter") and will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Plej Sp. z o.o. located at ul. Sielecka 35 00-738 Warszawa (the "Administrator") will be administering this promotion ("Promotion") on the Promoter's behalf. [dot]GOOD (registration: 2013/088663/07) Address: The Business Exchange, 116 Oxford Road, Oxford and Glenhove, Rosebank, 2196 Contact number: +2711 447 0427 (the "Distributor") will be delivering the Gifts on the Promoter's behalf. Participation instructions form part of the Terms and Conditions, and by participating, all participants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information. Universal Pictures, a division of Universal City Studios LLC, and its parents, subsidiaries, and affiliates, including without limitation Amblin Entertainment, Inc. and DreamWorks Animation L.L.C. (collectively, the "Universal Parties") are not responsible for the administration of the Promotion, the collection of entries, selection of winners, or the fulfillment of prizes. You are providing information to Promoter and not to the Universal Parties. Any questions you have regarding the Promotion should be directed to Promoter and not the Universal Parties.

1. This Promotion is open to residents of South Africa aged 18 or over, excluding employees of the Promoter, the Universal Parties, its agents and anyone professionally associated with this Promotion. Energizer will not be responsible for any under-age entries.
2. Purchase is necessary. **Please retain an itemised receipt that states the time and date of purchase prior to entry, but within the Promotion Period, as this may be required for validation and in order for the winner to receive their Prize.** Internet access and a valid email address are required.
3. **Promotion Period:** The Promotion is open from 00:01 SAST on the 1<sup>st</sup> October 2024 and 23:59 SAST on the 31<sup>st</sup> December 2024 inclusive.
4. **Participation Instructions:**
  - a. Purchase any eligible Energizer® batteries, battery chargers or flashlights within the Promotion Period. Purchase of licensed Energizer® products are not eligible for entry. These include automotive/marine batteries, USB chargers and power banks.
  - b. Visit [www.energizerpromo.com](http://www.energizerpromo.com) (the "Energizer Promotional Website") and enter the product barcode, upload a picture of your receipt and provide your full name, email address and contact number (if requested).
  - c. Participants will receive an email to their email address used to participate asking them to verify their entry by clicking a link.
5. Maximum of 1 claim/s is permitted per product purchased, with a maximum of 1 applications for a 1 x Xbox Series X console + 2 x controllers + 1 x Jurassic World game.
6. Maximum of 3 entry/ies is permitted per person/per household (defined as persons living at the same address). One itemised receipt per entry receipt must state the time and date of purchase, which must pre-date the entry date and time, but be within the Promotion Period. No household/person may win more than 1 Prizes/Prize type.
7. **Grand Prize bundle:** Each bundle contains:
  - a. 1 x Xbox Series X console
  - b. 2 x Xbox Carbon Black Controllers
  - c. 1 x Jurassic World game

8. **Winner Selection:** 10 winners will be randomly selected from all valid entries received throughout the Promotion Period. The prize draw will be conducted by an independent promotional verification service within 15 working days of the end of the Promotion Period.
9. **Winner Notification:** Each winner will be contacted via the email address provided on entry within 15 working days of Winner Selection and will be required to respond to confirm eligibility and acceptance of their Prize, within 14 days of initial contact. If a winner or runner up does not respond to the initial contact within 14 days, the Promoter reserves the right to disqualify that winner [or runner up]. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve selected in the same manner. Reserve winners and runners up may have less time to respond.

**Prize Acceptance:** Winners will receive their prize within 90 days of acceptance of their Prize. In the unlikely event that a Prize doesn't arrive within 90 days of Prize Acceptance, winners and runners up will have a further 28 days to inform the Promoter by emailing [admin@dotgood.co.za](mailto:admin@dotgood.co.za)

10. . If a winner or runner up does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the prize or limit its value at their sole discretion.
11. If a customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services at [admin@dotgood.co.za](mailto:admin@dotgood.co.za).
12. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you participate in a way that is not consistent with these Terms & Conditions, your claims (and any of your associated aliases) will be disqualified. Any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from participating in future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:
  - a. Verify the eligibility of participants by requesting such information it considers reasonably necessary for this purpose. Prize may be withheld until verification is completed.
  - b. Disqualify entries that are not made directly by the individual participating in the Promotion.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
  - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
  - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
  - f. Disqualify participants who tamper with the claim process.
  - g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
  - h. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.

13. Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Prize or any element of a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute that Prize or element of the Prize for another of equal or greater value.
14. No responsibility can be taken for claims which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any delivery, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to energizerpromo.com.
15. The Promoter, the Universal Parties, and each of their respective associated agencies and companies are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the/a Prize, except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence. IN NO EVENT WILL THE UNIVERSAL PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.
16. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.
17. Providing your personal data is voluntary, but necessary, to participate in the Promotion. The Promoter is the data controller and has appointed the Administrator to be the data processor. Your personal data will be processed based on the legitimate interests of the Promoter (a) for no longer than is necessary to conduct the Promotion and (b) after the Promotion, only to defend against possible claims of participants, or to comply with legal obligations, relating to the Promotion. By participating in the Promotion, you will receive emails from the Administrator in confirmation of your claim and about the Promotion. If you are entitled to a Prize, the Administrator will use your personal data to deliver it. You have the right to access, rectify, transfer, and delete your personal data and to object to or limit the processing of your personal data. The Promoter does not intend to transfer your personal data to third countries. To learn more about your rights and how to exercise them, including by contacting the Promoter, please visit the Promoter's privacy policy, available through <https://energizergrouplegal.com/EN-Privacy-Notice-South-Africa.html>
18. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
19. By participating, participants will be deemed to have agreed to be bound by these Terms & Conditions, the decisions of the Promoter on any matters whatsoever arising out of or connected with the Promotion are final.
20. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
21. These Terms & Conditions are governed by South African law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of South Africa. **IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL**

**AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN SOUTH AFRICA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SOUTH AFRICA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

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