

CLEMENS TIKTOK LAUNCH COMPETITION-TERMS & CONDITIONS

1. The Promoter of the Promotion is Sylko NSP (Pty) Ltd with company registration number 2004/012460/07, a subsidiary of The Lion Match Company (Pty) Ltd, with registered address: 20 Mahatma Gandhi Road, Point Waterfront, Durban, 4001.
2. The name of the Promotion is "Win 1 of 5 Spa Vouchers worth R2000 (Two Thousand Rands) each with Clemens."
3. The promotional competition is open to all South African residents who are in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of the Promoter or its group companies or subsidiaries, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members.
4. The competition is only open to adults 18 (eighteen) years of age or older.
5. This promotional competition is open from 15 October 2025 and ends at 12am (midnight) on 28 February 2026. Any entries received after the closing date will not be considered.
6. To enter, participants will be required to:
 1. *Purchase a Clemens products from Takealot or PNP Asap & keep the till slip or receipt as proof*
 2. *Comment on the TikTok post with their proof of purchase*
7. Participants may enter as many times as they wish during the promo period but can only win once during the competition period
8. Consumers stand a chance to win 1 of 5 monthly Spa voucher prizes
9. The prize is not exchangeable for cash and is not transferrable. The prize will be handed over to the selected winner upon verification.
10. Failure to provide a valid email address after 1 (one) week of notification to provide same will result in the prize being forfeited and no further correspondence will be entertained in that regard.
11. All winners will be required to provide their full names, Identity numbers, proof of banking, contact details, and to sign or email an acknowledgment of receipt of the prize. Failure to do so may result in the forfeiture of the prize.
12. Winners will be selected by means of a random draw and will be notified by email, social media or telephonically at the end of each month .
13. The Promoter (or their agent) will endeavor to contact the prize winner once every day for 5 (five) consecutive working days after their name is drawn. If the prize winner cannot be contacted during this period, the prize won will be forfeited, and another winner will be selected in accordance with the rules and no further correspondence will be entertained in that regard.

14. The promoter will award the prize of the electronic vouchers on email or courier a prize to a valid physical address in South Africa at their own cost. It is the responsibility of the winner to provide valid email address or physical address. The promoter reserves the right to choose the method of getting the prize to the winner.
15. Participants who entered any of The Lion Match Company (Pty) Ltd and all of its subsidiaries' competitions and who have won any prizes in the last 6 (six) months, from the last day of the competition, will not be eligible to win again and will be disqualified from the competition.
16. A link of a copy of these rules will be made available on the official Clemens Website and/or Social Media (i.e. Facebook/Instagram/TikTok.)
17. The Promoter reserves the right to name winners publicly and by entering the competition, prize winners agree and consent to the publication of their name by the Promoter and indemnify the Promoter accordingly.
18. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever.
19. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
20. The Promoter shall not be responsible for entries lost, damaged, or delayed as a result of any network, computer or cell phone hardware or software failure of any kind.
21. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
22. No applications from agents, third parties, organized groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions and rules.
23. Any attempt to use multiple e-mail or TikTok accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
24. The Promoter shall have the right to change or terminate the promotional competition at any time with immediate effect and without notice, if deemed necessary in its opinion and if circumstances

arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents, and by virtue of entering the competition, indemnifies the promoter/or its agents accordingly.

25. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
26. Neither the Promoter, its agents, its associated companies, nor any directors, officers, or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential, or otherwise arising from any cause whatsoever, which may be suffered by the participant, and are indemnified accordingly.
27. The judges' decision is final, and no correspondence will be entered into.
28. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.

General Terms and Conditions:

Without detracting in any way from the Promotion Rules, the following general provisions shall be applicable to these Rules.

- a. The Promoter of the Promotion is Sylko NSP (Pty) Ltd, a subsidiary of The Lion Match Company (Pty) Ltd
- b. By entering and participating in the Promotion, you agree that the Promoters may collect and process your personal information for purposes of this Promotion in accordance with the Protection of Personal Information Act, No 4 of 2013.
- c. The Promoters, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with this Promotion and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Promotion.
- d. In the event of a dispute, the decision of the Promoters will be final, and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoters shall be entitled to deal with such disputes (or any failure by entrants to follow the rules) in their sole discretion, including that the Promoters shall be entitled, in addition to any other rights which the Promoters may have in terms of these rules, to immediately disqualify entrants from this Promotion. By entering the Promotion and/or accepting any prize/reward, the entrants, users and/or winners hereby indemnify, release, and hold harmless the Promoters (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the "Promoters parties"):
 - i. From and against any actions, claims and/or liability for injury, loss, damage, expense, or claim of any kind resulting in whole or in part, directly or indirectly, from participation in the Promotion, and/or the use, acceptance, or possession of a Reward, and/or participation (or non-participation) in a Reward-related activity.
- e. Entrants who, in the Promoters' sole determination, act unlawfully, fraudulently, in breach of these Rules or otherwise dishonestly may be disqualified from participating in the Promotion and shall not be eligible to win any Reward.

- f. Additional to any other rights contained in the Promotion rules, the Promoters reserve the right to terminate the Promotion at any time with immediate effect. If this is the case, the Promoters will provide a notice on the website/ social media pages, and it shall be the responsibility of entrants to review such website/ social media page in this respect. In such event, all entrants hereby waive any rights, which they may have against any of the organizer parties and acknowledge that they will have no recourse or claim of any nature against the organizer parties.
- g. The Promoters are not liable for any technical failure on the prize awarded. Any prize is accepted by a winner at his/her own risk and the Promoters are not liable, at any time, for any defect in the prize.
- h. The Promoter is not responsible for inaccurate details supplied to any entrant by any third party connected with this competition.
- i. The Promoter reserves the right to use the images taken of the winner for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. Any personal data relating to the winner, or any other entrants will be used solely in accordance with current South African data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
- j. The duration of this Promotion may also be extended or curtailed at the sole discretion of the Promoters. If this is the case, the Promoters will provide notice of this on the website or digital platforms.

Exclusions and other important terms

- a. Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights 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 ("CPA").
- b. By entering the competition in accordance with its terms, Participants acknowledge that the competition will be managed in accordance with the provisions of the CPA. Qualifying participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the reward
- c. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.