

LOVE YOUR CLOTHES PROMOTION TERMS AND CONDITIONS – NIGERIA

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 Love Your Clothes: <http://www.philips.com.ng>

The Love Your Clothes Promotion (“Promotion”) is presented by Philips Africa (Pty) Limited 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 the **21st of September 2020** at 00h00 and will run until the **16th of October 2020** at 23h59 (“the Promotion Period”) while stocks last, in the Federal Republic of Nigeria.
- 1.2. The duration of the Promotion may be extended or shortened at the discretion of the Organizer.

2. **THE PROMOTION:**

- 2.1 The first four hundred (400) purchases from a Participating Store of the **Philips GC3920 OptimalTemp iron** will be rewarded with a **free Philips GC1430 steam iron**.

3. **ELIGIBILITY:**

- 3.1. All Participants must meet the following requirements: be at least 18 years or older and be a legal resident of the Federal Republic of Nigeria;
- 3.2. 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.
- 3.3. The Participant must purchase the **Philips GC3920 OptimalTemp iron** from the Participating Stores, while stocks last, between 21st September and 16th October 2020.

4. **PARTICIPATING STORES:**

Offline

1. SPAR Illupeju
2. SPAR VI
3. SPAR PH
4. SPAR Abuja
5. Colors VI
6. Colours Abuja
7. Mega Plaza
8. Alwed Abuja
9. Roban Stores Enugu
10. Grand Square Lagos
11. Grand Square Abuja
12. Next Cash & Carry Abuja
13. Matilda Rozi Abuja
14. Market Square PH

5. **GENERAL REWARD TERMS & CONDITIONS**

- 5.1. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of this Promotion.
- 5.2. In accordance with the confidentiality policies and practices of the Organizer, none of the 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.
- 5.3. Details of Participant will not be used by the Organizer for Philips related communication should the Participant opt-out to receive further communication from the Organizer.
- 5.4. 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 <http://www.philips.com.ng>. The onus rests on the Participant to constantly check the website for updates to the Terms and Conditions.
- 5.5. 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.
- 5.6. 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.
- 5.7. No liability shall lie against the Organizer in favour of any Participants 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.
- 5.8. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized partners, associated with this Promotion. Where there is a conflict between the Terms and Conditions of the Organizer and those of the authorized partners, the Terms and Conditions of the Organizer shall prevail.
- 5.9. 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.
- 5.10. 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 Federal Republic of Nigeria.
- 5.11. 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.
- 5.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 5.12.1. 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;
 - 5.12.2. 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.
- 5.13. Any fraudulent behaviour will result in an immediate cancellation of the Participant's Reward, 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.

- 5.14. 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 Store, the following rules will apply:

5.14.1. If the Participant has already redeemed the Reward and then returns or exchanges their purchase, the Organizer reserves the right to claim back the Reward or the value of the Reward from the Participant.

6. LIMITATION OF LIABILITY

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

7. CONSUMER PROTECTION ACT

- 7.1. 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 Law Nigeria (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.

8. 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. Organizer shall not sell, distribute or otherwise share the personal information with third parties, unless required for the purposes of communication and advertising future campaigns.