## PHILIPS INSTANT WIN PROMO

## **Terms and Conditions**

- By entering the "Philips Instant Win Promo", all participants agree to be bound by these terms and conditions.
- In order to receive a voucher to the value of GHC25 (Voucher) instantly a shopper must:
- 2.1 Be within the Republic of Ghana (Country);
- 2.2 Purchase any product, excluding Philips AVENT products, with a retail value of GHC200 or more: and
- 2.3 Purchase must be at any Electromart or Melcom outlet across the Country.
- 3. Once the shopper has made their purchase the following conditions are applicable:
- 3.1 The Voucher becomes redeemable instantly from point of sale;
- 3.2 The Voucher may not be redeemed for cash or any other item:
- 3.3 Where the purchase price exceeds the Voucher, the balance of the purchase price not covered by the Voucher must be paid by the shopper using other alternate payment methods;
- 3.4 Where the Voucher is defaced, mutilated, altered, lost or stolen, Philips will not replace the Voucher:
- 3.5 The Voucher cannot be split and must be used in one transaction.
- 4. The promotion is open to all shoppers this will include:
- 4.1 Philips directors, members, partners, employees, agents of or consultants to Philips Africa Proprietary Limited ("Philips"), its subsidiaries, divisions and/or associated companies or any other person who directly or indirectly controls or is controlled by Philips, and their spouses, life partners, immediate family members and business partners; and
- 4.2 directors, members, partners, employees, agents of or consultants to the advertising and promotion agencies of Philips and their spouses, life partners, immediate family members and business partners.
- 5. The promotion shall commence on 1 April 2019 and terminate on 30 April 2019 (Promotional Period).
- 6. Philips reserves the right to cancel or amend the terms of this Promotion at any time by publishing notice of the relevant details.
- 7. Philips reserves the right to request that images of the shopper receipts be taken to be used for any purposes Philips may deem fit, without any remuneration being made payable to the shopper, which request the shopper may decline.
- 8. Philips shall have the right to terminate the Promotion immediately and without notice for any reason beyond its control requiring such termination. In the event of such termination, all entrants agree to waive any rights they may have in terms of this Promotion and acknowledge that they will have no recourse against Philips, its agents and staff.
- 9. These terms and conditions as well as Philips's Privacy Policy shall be found on (<a href="http://www.philips.com.qh/privacypolicy">http://www.philips.com.qh/privacypolicy</a>) applies to all personal information that the shoppers may provide to Philips for the purpose of participating in the Promotion. The entrants also agree that Philips may contact them by any means about the Promotion. By entering this Promotion, entrants authorize Philips and its subsidiaries, affiliates, agents or suppliers to collect, store and use, personal information of entrants for communication or statistical purposes. Philips shall not sell, distribute or otherwise share the personal information with third parties, unless required for the execution of the Promotion.
- 10. Philips will try to provide the shoppers with content that is as accurate as possible, however Philips:

- 10.1 does not represent or warrant the accuracy of any statement or product claims made on the website or any social media official pages of Philips;
- 10.2 is not responsible for any content generated by the users of the website or social media official pages of Philips; and
- 10.3 does not endorse any opinions expressed by the users of the website and social media official pages of Philips. All content on the website and social media official pages of Philips is provided "as is" and Philips does not accept any responsibility for any loss, injury or inconvenience resulting from the content or content generated by users of the website or the social media official Promoter page.
- 11. Philips shall not be liable for any damages resulting from the use (or inability to make use) of the website or social media official Philips page, including damages caused by viruses or any incorrectness or incompleteness of information.

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- 13. Philips shall not be liable for any damages resulting from the use (or inability to make use) of the website or social media official Promoter page, including damages caused by viruses or any incorrectness or incompleteness of information.
- 14. Philips shall further not be liable for damages resulting from the use of electronic means of communication, including, but not limited to, damages resulting from the failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.
- 15. Hyperlinks on the social media official pages of Philips may direct users to external websites which are maintained by third parties. Philips shall not be liable for the contents and the functioning of such external websites. Philips shall also not be liable for the quality of products or services which may be offered on such external websites.
- 16. Unless indicated otherwise, all intellectual property rights to the website and social media official pages of Philips and the information posted on the website and social media official page of Philips ("Information") is owned by Philips. Philips's rights include but are not limited to all copyrights, rights to the trade names, word trademarks, pictorial trademarks and logos of Philips.
- 17. The shopper' name may be published on the official Philips website (www.philips.com.gh).
- 18. Unless the Promoter specifically states otherwise, each shopper agrees to participate in all promotional activity and hereby consents to Philips using his/her name, images and/or voice in any promotional material for the purpose of promoting the Promotion. No compensation will be payable for such use. The shopper will have the right to withdraw his/her consent for the use of his/her name, images and/or voice prior to the use thereof by Philips in any promotional activity.
- 19. A copy of these terms and conditions will be available on the official Philips website (<a href="www.philips.com.qh">www.philips.com.qh</a>) during the course of the Promotional Period.
- 20. By participating in the Promotion, you agree, subject to applicable law that, neither Philips nor any of their directors, members, partners, employees, agents of or consultants to Philips, its subsidiaries, divisions and/or associated companies or any other person who directly or indirectly controls or is controlled by Philips, and their spouses, life partners, immediate family members and business partners, will be liable for any losses, damages, costs or claims in connection with the Promotion or resulting from acceptance, possession, or use of any Voucher.
- 21. Philips reserves the right to terminate, suspend or amend the Promotion for reasons beyond its control. Philips and its services providers, including any telephone network providers, are not responsible for incorrect or inaccurate transcription of entry information, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or

malfunction of any telephone network, computer equipment or software, the inability to access any website or online services or for any other reason beyond its control.

- 22. This Promotion is governed by the laws of the Republic of Ghana.
- 23. The courts of the Republic of Ghana shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Promotion or its subject matter. The participants submit to the non-exclusive jurisdiction of the courts of the Republic of Ghana.

## Contact us:

For any remarks or queries in relation to the Promotion, please send an email to: <a href="mailto:georgina.amevade@philips.com">georgina.amevade@philips.com</a>