



Terms and Conditions of the Bio Kill Pet Care Competition 2022

1. This competition is in run by Agro-Serve (Pty) limited trading as Efekto and is open to individuals who purchase the following Efekto product:

Product Name
Bio Kill Pet Care 375ml

2. This competition is open to individuals who are permanent residents or citizens of South Africa, aged 18 years and older, with a valid South African ID document. Entry into this competition is available exclusively to citizens of the Republic of South Africa.
3. The competition is not open to Efekto and the participating retailers' employees, directors, agents or consultants or any other person who directly or indirectly controls or is controlled by Efekto or the participating retailers, as well as suppliers of goods or services in connection with this competition, their advertising agencies, sales agents, and their immediate families, as well as a person to whom it is unlawful to supply those goods or services.
4. If an entrant contravenes these rules, the entrant may, in the Promoter's discretion, be disqualified from the competition.
5. The competition commences on 1 October 2022 and closes on midnight 30 November 2022.
6. An entrant cannot enter the competition if they have won a prize from Efekto within the past 12 (twelve) months i.e., 12 (twelve) months prior to 1 October 2022.
7. This competition applies to the purchase of the Bio Kill Pet Care product, as described in paragraph 1, from any participating retailers.
8. The prize of R60 000 for the 3 winners consists of a R10 000 cash prize for the consumer and R10 000 to the animal charity of their choice which needs to be registered as an NPO with the relevant registration documents as per section 16 (3).
9. To enter and stand a chance to win, entrants must purchase the Bio Kill Pet Care product with a valid barcode and/or promotional sticker. They must then scan the QR code and follow the prompts to enter the competition. All data costs are dependent on the entrant's network service provider data rates. Entries are limited to 5 (five) entries per cell phone number, and 5 (five) entries per person, per month. There are only 3 (three) prizes, being the cash prize and the charity of choice, and there are only 3 (three) winners of such prize.
10. The winners will need to show proof of purchase, in the form of a receipt, to claim the prize. Failure to produce proof of purchase will result in the entrant being disqualified.
11. The winners will be selected by a random draw that will be done electronically and such draw will be audited by a trained professional, in accordance with the Consumer Protection Act 68 of 2008.



12. Efekto shall use entrant's personal information in accordance with the Protection of Personal Information Act, No. 4 of 2013, and only for the purpose set out in these terms and conditions. By entering this competition, every entrant expressly agrees to this term, and acknowledges that it is strictly necessary. The entrant hereby consents to Efekto using and processing any personal information in accordance with the Protection of Personal Information Act 4 of 2013, for processing of the entrant's entry as stated herein, as well as for any marketing and promotions.
13. It's the entrant's responsibility to ensure that any information which is provided to Efekto is accurate, complete, and up to date.
14. The winner will be notified and verified telephonically on the cellular number used to enter the competition. Following 3 (three) unsuccessful attempts to make contact with a drawn winner, the prize will be awarded to the next eligible entrant drawn. It is expected that an individual will enter the competition using a phone number that is owned by and registered to that individual. No person can use another person's phone number for competition entry purposes. This is to avoid fraud and possible litigation between the phone owner and the entrant.
15. In the event a replacement winner being selected in the fashion described in paragraph 14, Efekto shall notify the replacement winner as soon as reasonably possible and the provisions of clause 14 shall apply to the replacement winner, in the event that he/she fails to respond to the notification. This may be repeated as many times as necessary before a winner is confirmed.
16. The winner of the competition must possess whatever documents and permissions that may be required in order to take part in the competition or for them to claim the prize. In the event that the nominated winner is not in possession of these, the prize shall be forfeited, and the entrant disqualified., and the provisions of paragraph 14, in respect of selecting a replacement winner, will be applied. The animal charity that will be chosen by the winner must meet with the requirements of a registered NPO under Section 12 (A-O) of the Non-profit Organisations Act, 1997 (Act 71 of 1997). The NPO should provide a registration certificate that is issued by the Non-profit Organisations Act, 1997 to qualify to receive the prize money.
17. The winner will be chosen and will be contacted telephonically to be verified by 15 December 2022.
18. The prizes will be handed over to the winners by 9 January 2023. The winners may be invited to attend a ceremonial prize handover.
19. By entering this competition, the winner may be requested to sign a release form, at their discretion, allowing Efekto and/or its agents to publish their photo and/or names in the media without payment or compensation.
20. By entering this competition, entrant's consent to Efekto contacting them regarding future campaigns and promotions. Entrant's may select to opt out of this.



21. Efekto reserves the right to withdraw or amend this promotion, including the prize and/or the prize's validity term, in the event of any unforeseen circumstances or factors beyond its control such as, but not limited to, any instance of force majeure, global pandemic or supervening impossibility, at any time, at its sole discretion.
22. Except as provided for in the Consumer Protection Act No. 68 of 2008 South Africa, the judges' decision on all matters arising out of the competition will be final and binding, and no correspondence will be entered into.
23. To the full extent permissible by applicable law, Efekto and its third-party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the competition and any prizes, or any aspect thereof, without notice at any time, for any reason which Efekto and such suppliers deem reasonable in the circumstances. In the event of such variation, postponement, suspension or cancellation, entrants agree to waive any rights, interests and expectations that they may have in terms of the competition and acknowledge that they will have no recourse against Efekto and third-party suppliers
24. To the full extent permissible by applicable law, neither Efekto nor any of the participating stores will be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by an entrant's participation in the promotional competition or the acceptance and/or use by an entrant, or their partner (if applicable), of any prize, or by any action taken by Efekto or any of the participating retailers or any of their affiliates in accordance with the Ts and Cs.
25. Neither Efekto or any of the participating retailers will not be held liable for any entrant that provides incomplete or incorrect details and any technical glitches beyond its control.
26. All information relating to this competition and published on any promotional material shall form part of the terms and conditions of entry.
27. Participants may enter multiple times, however regardless of the number of entries, participants will only be entitled to 1 (one) prize should they be drawn as the winner. There will only be 1 (one) winner per prize.
28. The prize does not cover any other costs of the winner whatsoever which is not mentioned in these terms and conditions and the Organisers will not be liable or responsible to the winner for any such costs.
29. The Prize will not be transferable or negotiable.
30. This Competition will be limited to the Republic of South Africa.
31. Winners will be required to agree to their names being posted on social media in alignment with the Bio Kill Pet Care marketing campaign.



32. Efekto reserves the right to amend these Ts and Cs for Promotional Competitions at any time and will publish same on its sites or make same available to entrants on request. No class of entrant shall be prejudiced by any changes or amendments to these Ts and Cs and all persons who have already entered the competition, before any such amendments, shall have their entry safeguarded.
33. By entering the competition, entrants agree to abide by these terms and conditions.
34. Should any dispute arise in relation to the interpretation of these competition terms and conditions, Efekto's decision shall be final, and no correspondence will be entered into.
35. All provisions of these terms and conditions shall be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the Consumer Protection Act No. 68 of 2008 and these terms and conditions must be interpreted and applied accordingly.
36. The competition shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
37. For further information such as for a copy of these competition rules and/or any other information regarding the prize, please contact the Efekto Consumer Care Line on 0861 333 586. Alternatively, visit www.efekto.co.za.