



BIC CHOOSE A DOODLE & WIN COMPETITION TERMS AND CONDITIONS

1. The promoter is BIC South Africa ("the Promoter").
2. The competition is open to all South African permanent residents 18 years and older
3. The following people are excluded from entering the competition; directors, members, partners, employees, agents, service providers and consultants of BIC South Africa as well as their relatives, partners, immediate family members, business partners and associates (referred to as 'The Organizers').
4. The competition opens on 19 June 2023 and closes on 31 August 2023 at 23:59 hrs
5. Participation in the promotion is voluntary. By entering your participation in this promotion, you agree to accept all the terms and conditions of the promotion.
6. Online entrants are able to enter once per week for the full competition duration.
7. The promoter is giving away a maximum of 25 **pairs of** custom sneakers during the promotion period.
8. Participants in the promotion are required to purchase genuine BIC ® 4 Colours pen and upload their till slip / tax invoice as proof of purchase. Uploading one till slip/tax invoice shall constitute one entry in the promotion. There is no maximum limit to the number of entries that a participant can make in the promotion, so long as each entry is validly made. Illustration: purchase of 10 BIC ® 4 Colour pens in a single invoice/till slip shall qualify as One entry only. However, purchase of 10 BIC® 4 Colour pens via 5 invoices/till slips of 2 pens each shall entitle the participant to make 5 entries in the promotion.
9. Participants are required to preserve the original till slip/invoice until the conclusion of the Promotion. The Promoter reserves the right to verify the original till slip/invoice of a winning participant.
10. Any entries received after the Promotion Period will not be taken into consideration.
11. The competition sponsors and/or their advertising agents will contact the winners ONLY, via telephone or the contact details provided in their .
12. The Promoter and their agents, accept no responsibility for any problems or technical malfunction of any communication network or any late, lost, incomplete, misdirected, incorrectly submitted, delayed, illegible or corrupted entries. BIC, and their agents are not liable for any costs incurred, responses received, or any other consequences of user error.
13. Participants may enter the promotion using any one of the below options: To enter, participants will be required to:
 - In-Store Entry:**
 - 13.1 Buy any BIC 4 Colours pen, scan the QR code in-store or visit www.bic4colours.co.za, follow the instructions on the page and stand a chance to win a pair of custom sneakers.
 - Online Entry:**
 - 13.2 Visit <https://mea.bic.com/en-za/4-colours-vote-share>, follow the instructions on the page and stand a chance to win
14. Participants presenting incomplete entries, entries without proper personal / contact information, entries with blurred/cropped images of the till slip/invoice will not be accepted for the random draw.
15. Winners will be selected by means of a random draw after the competition closing date and will be notified telephonically where the winner will be required to verify their details. 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 will be forfeited, and another winner will be selected in accordance with the rules.



16. Delivery of prizes will take up to 4 weeks.
17. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
18. The prize shall not be transferable for cash or any other benefit unless stated in our communication.
19. The doodle artwork will be applied only on one side of the shoe, not both sides.
20. The doodle design is made with custom sneaker paint and not the BIC® 4 Colours pen
21. The Promoter is not liable for any fading, marking, or wearing down of the doodle designs on the shoes once they have been handed over to the winners.
22. The Promoter shall make best efforts to make the prize available to the winners. In the event that the prize cannot be made available due to events beyond the reasonable control of the Promoter, the Promoter shall be at liberty to offer another prize of equivalent value. The estimated value of the prize is ZAR _____.
23. A copy of these rules can be found on www.bic4colours.co.za throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 011 474 0181.
24. The promoter's decision is final, and no correspondence will be entered into. The Promoter, and/or their agents will not be held responsible for any disputes arising from the competition or prize awarded.
25. Winners shall use the prize at their own risk. The Promoter and their agents shall not be liable for any loss, damage, personal injury, or death that is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with this competition or accepting or using the prize.
26. The Promoter, and their agents / sponsors reserve the right to cancel, modify or amend the competition at any time, if deemed necessary in its opinion, and if circumstances outside of their control should arise.
27. The Promoter reserves the right to photograph and publish the winners' name/s in any printed media, or any other relevant media upon the winners being consulted and agreeing to the above.
28. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.
29. The Promoter (including its directors, officers, employees and agents) reserve the right, at any time, to:
 - 29.1 verify the validity of claims and the entrant (including entrant's identity, age and place of residence); and
 - 29.2 disqualify any individuals who they have reason to believe has breached any of these terms and conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion.
30. The Promoter, and their agents shall not be liable for any damage caused to prizes because of delivery or dispatch, nor shall they be responsible for any malfunctions or breakages of any prize once delivery has been taken thereof. The Promoter shall further not be held responsible for any accident, injury, harm, or loss due to the acceptance, possession, ownership or use of the prize without limitation, and are indemnified from any claims that may arise from any participants or winners of this competition or their replacements.
31. Any expense/s which may result from the possession of and/or use of the prize/s is the sole responsibility of the winner.
32. The manufacturer of third-party prizes, their employees and properties are not in any way associated with this competition or its organizers.



33. 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.
34. The Promoter shall have the right to change or terminate the promotional competition immediately 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.
35. By participating in the promotion, you consent to the Promoter using (or permitting authorised third parties to use) your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter or products/services supplied by the Promoter.
36. Except for any liability that cannot be excluded by law, the Promoter (including its directors, officers, employees and agents), are not responsible for and exclude all liability (including for negligence) for:
 - 36.1 any personal injury, death or harm suffered by any person who receives the prize; or
 - 36.2 any loss or damage (including loss of opportunity), whatsoever, whether direct, indirect, special or consequential, arising in any way out of:
 - 36.2.1 any technical difficulties or equipment malfunction (whether or not under the Promoter's or TLC's control);
 - 36.2.2 any theft, unauthorised access or third-party interference;
 - 36.2.3 any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or TLC) due to any reason beyond the reasonable control of the Promoter or TLC;
 - 36.2.4 any tax liability incurred by a participant; or
 - 36.2.5 the use and/or taking of the prize.

This promotion shall be governed by the applicable laws of the Republic of South Africa. Any and all disputes arising out of this promotion shall be brought to the exclusive jurisdiction of the courts of Johannesburg. Entry into the competition implies the acceptance of these terms and conditions.