

## **TERMS AND CONDITIONS STAYFREE® STAY CONNECTED CAMPAIGN**

### **STAYFREE® STAY CONNECTED CAMPAIGN – TERMS AND CONDITIONS FOR THE PROMOTIONAL OFFER**

1. The Offeror is Johnson & Johnson South Africa (Pty) Ltd (“Offeror”).
2. The promotional offer is open to residents of South Africa, who are 18 years and older.
3. By accepting the promotional offer, all consumers agree to be bound by these terms and conditions, which will be interpreted by the Offeror, and whose decision regarding any dispute will be final and binding. The Offeror reserves the right to amend, modify, change, postpone, suspend or cancel this promotional offer and any gifts or any aspect thereof, without notice at any time, for any reason which the Offeror reasonably deems necessary.
4. The promotional offer commences on 20 November 2015 and closes on 20 December 2015, both days inclusive.
5. To accept the promotional offer and receive a free 1 minute call (“the Gift”), consumers must engage with the brand through the USSD \*134\*130\*1\*followed by the consumer’s friends number#. Consumers will be asked two questions which the consumers are required to answer: gender and age. Consumers will be required to listen to a 15 second brand message before the Offeror puts the consumer through to the free call with the consumer’s friend or family member.
6. Should the free call fail for any reason whatsoever (including but not limited to, the friend or family member not answering the call, the call being directed to voicemail etc.), the Offeror shall nevertheless be deemed to have discharged its obligations in providing the Gift.
7. Consumers are not allowed multiple entries.
8. By accepting the promotional offer, consumers consent to their personal information being processed. Any personal information collected will remain confidential at all times and not be shared with any third parties.
9. Entries received after the promotional offer closing date will not be considered and further correspondence will not be entered into.
10. The Gift is non-transferable and cannot be exchanged for cash.

11. Neither Johnson & Johnson South Africa (Pty) Ltd, its directors, members, officers, partners, employees, consultants, suppliers, promoters, agents and distributors nor any of its associated or subsidiary companies, directors, members, partners, officers, employees or agents shall be liable for any loss or damage, whether direct or indirect, consequential, or otherwise arising from any cause whatsoever, which may be suffered by the consumers accepting the promotional offer.
12. The Offeror is not liable for the failure of any technical element relating to this promotional offer that may result in a consumer not receiving the Gift.
13. The Offeror reserves the right to substitute the Gift for an alternative gift of equal or greater value should the Gift offered not be available for any reason.
14. The Offeror shall have the right to terminate this promotional offer with immediate effect. In such event, all consumers accepting the offer hereby waive any rights, which they may have against the Offeror and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against the Offeror, its directors, members, partners, officers, employees, consultants, suppliers, promoters or distributors.
15. Consumers accepting the promotional offer hereby indemnify and hold harmless the Offeror, its directors, members, officers, partners, employees, consultants, suppliers, promoters, agents and distributors to the fullest extent allowed in law, against any claims arising howsoever from their acceptance of this offer and/or use of the Gift.
16. These terms and conditions shall be governed by the laws of the Republic South Africa.
17. If any provision of these terms and conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these terms and conditions and shall not affect the validity or enforceability of any remaining provisions.
18. It is not intended that any provision of these terms and conditions contravenes any provision of the Consumer Protection Act No. 68 of 2008, and therefore all provisions of these terms and conditions must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act No. 68 of 2008 are complied with.
19. Each consumer accepting the offer acknowledges and agrees that any failure to comply with the terms and conditions could lead to the Offeror prohibiting that person, without the Offeror giving any reason for such prohibition or granting any opportunity for challenge.
20. A copy of these terms and conditions are available on our website: [www.stayfree.co.za](http://www.stayfree.co.za).
21. For any complaints or support please contact Johnson & Johnson (Pty) Ltd. SMS using +27 83 293 3273 or email: [ijnza@its.jnj.com](mailto:ijnza@its.jnj.com)