

ALPHA PHARM (Pty) Ltd

DO GOOD FEEL GREAT 2018 Terms and Conditions

(Entrant/ Brand Ambassador / Winner)

1. The “**Do Good Feel Great Competition**” is a marketing / promotional campaign organised, owned and run by Alpha Pharm (Pty) Ltd. All right, title and interest in the campaign name, all associated ideas, concepts and trademarks, as well as promotional material remain the property of Alpha Pharm (Pty) Limited.
2. **OBJECTIVES:** The objective of the Competition is to invite voluntary participants to enter who wish to make a difference and have a meaningful impact on the lives of those less fortunate in South Africa.
3. **AGREEMENT TO TERMS AND CONDITIONS:** By entering this Competition, all entrants agree to be bound by, and adhere at all material times to the Terms and Conditions contained herein, which include inter alia the requirement that the winners will be required to represent Alpha Pharm as Brand Ambassadors for a period of 12 Months from the date of Awarding of Prizes. (“The Brand Ambassador Period”).

4. **ENTRY AND ELIGIBILITY:**

- 4.1. The Competition is open to all South African residents or South African citizens over the age of Twenty-One (21) years old. The following persons may not enter the Competition or be eligible to win any of the prizes:

- Directors
- Members
- Employees
- Franchisees and their employees
- Shareholders and their employees
- Customers and their employees
- Business partners and their employees
- Sales agents
- Advertising agency staff
- Professional advisers
- Professional consultants

of Alpha Pharm (PTY) Ltd, its associated companies, the service providers and suppliers associated with the Competition, the immediate family members of these persons (including their spouses, life partners, parents, children, brothers and sisters) and any other person and/or entity which is controlled directly or indirectly by Alpha Pharm (Pty) Ltd., as well as the associated companies or entities or persons mentioned in this paragraph, including holding companies and subsidiaries, their employees, agents, subsidiaries and consultants.

- 4.2. To enter, you will be required to visit an Alpha Pharm branded pharmacy where you will be able to access a SMS entry code from the Do Good Feel Great printed display material. Enter the number carefully. Answer the prompts and you will be entered into the competition. Follow the entry details via SMS and you will become eligible to win.
- 4.3. All entrants will be required to be in possession of an unrestricted and valid South African drivers licence in their personal name.
- 4.4. All winners will be required to fulfil a Brand Ambassador role during a period of 12 months after the winners have been selected. Further details are set out herein below. By entering you agree in full to be bound by the requirements set out.
- 4.5. The competition winners will be contacted either telephonically or via email. Should you be a winner, you will be requested to provide further personal information in order to facilitate the delivery of the Prize. Should this relevant information not be provided to Alpha Pharm within 7 days of having been requested to do so, then Alpha Pharm shall have the right to retain the prize or select an alternate winner.
- 4.6. Should you be selected as a winner, and Alpha Pharm (Pty) Ltd. Is unable to contact you either telephonically or by email after three (3) attempts in a twenty-four (24)-hour period, then Alpha Pharm will conduct a re – draw of

the prize. A further winner will be selected. Once a winner is confirmed, that winner will be announced in the media.

- 4.7. All winners will be required to provide written verification from a recognised insurer that they currently have, and have had uninterrupted vehicle insurance in their own name for a period of no less than 3 (three) consecutive and uninterrupted years, and that their driving licence has not been endorsed in any way or for any reason whatsoever.
- 4.8. All winners will be required to provide Alpha Pharm (Pty) Ltd. with acceptable proof of their permanent residential address where the car will be kept. Should this physical address change during the Ambassador Period, then Alpha Pharm must receive immediate written notification and proof thereof from the winner concerned.
- 4.9. Any person / entrant that is shown to have wilfully or negligently misrepresented information in their entry form will be immediately disqualified at the discretion of Alpha Pharm. The decision by Alpha Pharm to disqualify is final and not subject to review by the entrant or anyone acting on their behalf or independently.

5. AWARDING OF PRIZES AND DONATION TO CHARITY

- 5.1. Once Alpha Pharm has received all relevant contact details and information from the winners, an announcement of the winner will be scheduled and aired on a variety of social media platforms and media channels.
- 5.2. This airing will include the name of the winners and the prizes they have won. As an entrant you agree that your name, image and other limited personal details may be utilised at no cost by Alpha Pharm in all relevant and related media activities for the duration of the Ambassador Period.
- 5.3. Should you be chosen as a winner, your nominated and agreed charity of choice will receive a donation of R10,000-00. (Ten Thousand Rand) from Alpha Pharm (Pty) Ltd.
- 5.4. Winners of the main prizes will each receive one of ten brand new (2017 model) designer Fiat Pandas. The car will be branded with the Alpha Pharm name and logo and will be vinyl wrapped in a unique colour and design. For the full 12 month Ambassador Period, the car shall retain its unique colour design and Alpha Pharm branding and logos, which shall not be removed, covered over or modified under any circumstances whatsoever. Alpha Pharm reserves the right to re – possess the car at any time during the 12 month period without notice to the winner should this provision not be fully complied with.
- 5.5. The car shall remain the property of Alpha Pharm for the full 12 month Ambassador Period, after which, if the winner has fully complied with all obligations in terms hereof, the ownership of the car will be transferred to the winner.
- 5.6. Alpha Pharm shall bare the cost of registration and licencing in the name of the winner after the 12 month period. The winner shall do all such things necessary and when requested to do so by Alpha Pharm, to accommodate the transfer of ownership into the winners personal name. The car shall not be transferred from Alpha Pharm into any other 3rd party's name after the 12 month period. Once ownership of the car is transferred to the winner, the winner shall be free to dispose of or keep the car as he or she pleases.

6. AMBASSADOR OBLIGATIONS

- 6.1. During the 12 month Ambassador Period, the Winners shall each be obliged to give 4 hours on 4 separate occasions (16 hours in total) of their personal time to activities related to their chosen charities. These activities shall involve the following:
 - First Engagement will be the handing over of the R10,000 prize to the Charity of choice
 - Second Engagement will be a later follow up visit to the Charity to demonstrate what the Charity has made use of the R10,000 for.
 - The 3rd occasion will be to engage with the charity to establish the status and extent of the value of the support.
 - Fourth Engagement will be to celebrate and conclude your role as brand ambassador.
- 6.2. By winning the car you immediately agree to become an Alpha Pharm Brand Ambassador. You will be required to sign a vehicle release form and an indemnity disclaimer at the handover of the vehicle.

- 6.3. As a Brand Ambassador, you will be required to appear in video and publicity documentaries as outlined above, including the winning of the Fiat Panda. As such you will agree to be filmed and have all visual documentary material used at the discretion of Alpha Pharm on social media and any other digital or media platform.
- 6.4. No winner is, nor shall be deemed to be, an employee, agent, consultant, service provider, partner or paid representative of Alpha Pharm. No winner shall have any claim or right to be paid a remuneration for the activities required of them in these terms and conditions. No winner shall be entitled to enter into any contracts in the name of, or on behalf of Alpha Pharm, nor shall any winner be entitled to pledge the credit of Alpha Pharm or in any other way hold themselves out as having the authority to do so or to represent Alpha Pharm in any way whatsoever.
- 6.5. The winner shall fully indemnify Alpha Pharm, its agents, contractors, consultants, employees, directors and shareholder against any loss that the winner or Alpha Pharm or any third party may incur as a result of any wilful or negligent act or omission committed by the Winner when acting as a Brand Ambassador or during the use or possession of the car either during or after the 12 month Ambassador Period.
- 6.6. The Brand Ambassador agrees to conduct themselves in a respectable and mature manner during the Ambassador Period. Alpha Pharm reserves the right to immediately and without notice withdraw Ambassador status and repossess the car from the winner if in the sole and reasonable opinion of Alpha Pharm:
 - The conduct, behaviour or publicly expressed views and opinions of the winner are of such a nature so as to bring the positive reputation and good name of Alpha Pharm (Pty) Ltd. into disrepute.
 - The winner fails to comply with the obligations imposed on him or her under these Terms and Conditions after having been requested to do so by Alpha Pharm.

7. **VEHICLE USE / OWNERSHIP OBLIGATIONS**

- 7.1. The 10 main prize Winners will each be presented with a brand new designer Fiat Panda (*2017 model*) as the main prize.
- 7.2. The cars will be presented at the winners ceremony and will already be branded with Alpha Pharm messaging and logos.
- 7.3. The winners will be required to drive the cars for the full 12 month Ambassador Period while displaying their unique vinyl wrapped designer and branded livery.
- 7.4. Ownership of the cars shall remain vested in Alpha Pharm for the full 12 month Ambassador Period, during which time the Winners shall be expected to:
 - Keep the vehicles washed and clean and in a presentable state that is representative of the Alpha Pharm brand and image. The cost of cleaning and washing of the vehicles during the Ambassador Period will be for the winner's account.
 - Keep the car in a secure and safely locked parking place when not been used, especially at night.
 - Service the car timeously and at the nominated Fiat agents when required to do so in terms of the service and maintenance schedule, which will be explained to the winners upon delivery. Alpha Pharm shall not be obliged to provide the winners with a replacement vehicle during this service period or any period in which the car is unavailable due to technical work / repair work required.
 - Report immediately and without any delay to Alpha Pharm, any damage to the car of any nature whatsoever, so as to allow Alpha Pharm to comply with the reporting requirements of its insurance policy. All contact details and procedures pertaining to damage and claims will be explained to the winners at the time of handing over of the vehicles.
- 7.5. Alpha Pharm shall put in place, and pay the costs of comprehensive insurance for the car for the full duration of the 12 month Ambassador Period. The winners will be responsible for any excess payments under the insurance policy in the event of loss, should it be shown that the loss was caused by the wilful or negligent actions of the winner. Alpha Pharm shall not be required to provide the winners with replacement vehicles in the event that the car is damaged and is not available for use during the phase of repair work required.
- 7.6. The winners shall be responsible for the payment of all traffic law infringements incurred by the winner while using the car during and after the 12 month Ambassador period.

- 7.7. The winner shall be responsible to pay all Toll Fees incurred in relation to the private use of the vehicle during and after the Ambassador Period. Legitimate Toll Fees incurred either travelling to or from one of the engagements in Clause 6 above shall be reimbursed by Alpha Pharm in full.
- 7.8. The winner shall be fully responsible for all costs of insurance upon the expiry of the 12 month period, and hereby indemnifies Alpha Pharm, its agents, employees, representatives, service providers, directors and shareholders against any loss or damage resulting from the winners use or ownership of the car after the 12 month Ambassador Period has expired.
- 7.9. Winners will be sponsored 4 (four) full tanks of fuel for the car during the course of the 12 month Ambassador Period. These 4 tanks will be provided on 4 separate occasions and at times designed to coincide with the required travel to and from the activation events mentioned in Clause 6 above.
- 7.10. The car awarded to the Brand Ambassador may not be sold, loaned, or in any other way encumbered or disposed of or lent to any third party whatsoever during the 12 month Ambassador Period. Nothing shall be done with the car that limits the ownership rights of Alpha Pharm in any manner whatsoever.

8. EXPIRY OF BRAND AMBASSADOR PERIOD

- 8.1. Once the Ambassador Period has expired, Alpha Pharm shall arrange that all branding be removed from the vehicle at Alpha Pharm's cost and which removal will be performed by Alpha Pharm's appointed agents.
- 8.2. The winners shall make the vehicles available for such removal within a reasonable time of having been requested to by Alpha Pharm. No further association between the winner/recipient/brand ambassador and Alpha Pharm will be required and the winner will assume full ownership, liability and responsibility for all ownership, maintenance, operating and any other costs, damages, loss, statutory charges and fines relating to the ownership, use and possession of the vehicle.

9. GENERAL POINTS TO CONSIDER

- 9.1. Individuals may enter the Competition as many times as they like, but will only be eligible to win once during the campaign.
- 9.2. By entering the Competition you confirm that you understand and accept all Terms and Conditions contained in this document. You unreservedly agree to abide thereby.
- 9.3. By participating in the competition, Alpha Pharm may publish your name and all relevant content if you are a prize winner. No remuneration or compensation will be provided for the use thereof by Alpha Pharm.
- 9.4. By participating in this competition, all entrants and winners agree to indemnify Alpha Pharm, and its associated companies, employees, directors, members, partners, agents, suppliers and/or consultants against any costs, damages, consequential losses by any party, liability, penalties and/or claims of any nature whatsoever arising from or in relation to their participation in the competition and the possible winning of a Prize and its subsequent use thereof.
- 9.5. Prizes are not transferable for cash or any other prizes. Vehicles are not to be used or driven by any person other than the winner during the Ambassador Period while the car is still owned by Alpha Pharm.
- 9.6. Alpha Pharm (Pty) Ltd. cannot be held responsible for any delays in payment or delivery of prizes.
- 9.7. Alpha Pharm (Pty) Ltd. cannot be held responsible for any technical IT errors or malfunctions beyond their reasonable control, or any failure on the part of independent Social Media platforms e.g. Facebook or its platform which hosts this Competition.
- 9.8. Alpha Pharm (Pty) Ltd. cannot be held responsible or liable for any damages or loss sustained by any entrant or other third parties as a consequence of any entrant submitting incomplete, false, incorrect or deliberately misleading details.
- 9.9. The campaign hosted by Alpha Pharm (Pty) Ltd. is in no way sponsored, endorsed, administered by, or associated with Facebook.