PROMASIDOR STANDARD TERMS AND CONDITIONS FOR CONSUMER ENGAGEMENTS

- This consumer engagement ("Engagement") is organized by Promasidor Nigeria Limited ("PNL"), a private limited liability company incorporated under the laws of Nigeria and having its registered business address at 3A & B, Cowbell Way, Isolo Industrial Estate, Isolo, Lagos.
- 2. To be eligible to participate in this Engagement, a participant ("You") must; (a) be resident in Nigeria; (b) meet the age requirement at the time of participation, and (c) not be an employee, director, distributor or agent (including members of immediate families and staff) of PNL. PNL may require You to provide valid means of identification for purposes of verification of Your eligibility, identity and/ or age.
- 3. By participating in this Engagement, You agree that You have read and accepted these Terms and Conditions ("T & C") "as is" and without any qualification or objection, and that Your failure to comply with the T & C may result in your disqualification from the Engagement.
- 4. The Prizes for the Engagement consist of items specified in the Engagement materials (banners, posters, flyers, and leaflets) published by PNL. However, the pictures, brands and/or models of the Prizes may differ from the ones described in the Engagement materials without any liability.
- 5. Winner(s) will be determined/chosen as indicated on the Engagement materials. Where You win a Prize, You will be contacted via phone call or text message, subject to the following conditions;
 - . (a) For on-the-spot Engagements, You must be present on the day and at the venue where the Prize draw will be held, and You will be contacted for collection of Your Prize on the spot. Where You are not present on the spot or even where present, You neglect, delay or refuse to collect Your Prize immediately after being notified of Your winning, PNL shall at its sole discretion and without any liability to You, give out the Prize to another winner or deal with same as it deems fit.
 - . (b) For all other types of Engagements, You will be contacted within Ten [10] working days from the date of conclusion of the Engagement, PROVIDED THAT where PNL is unable to contact You within that period as a result of unavailability of your mobile phone line or as a result of any other cause beyond the control of PNL, or where after being contacted by PNL, You fail to collect your Prize within Five [5] working days from the date of being notified of your winning, the Prize will automatically be deemed forfeited by You and PNL may

without any liability to You, give out the Prize to another winner or deal with same as it deems fit.

- 6. PNL reserves the right to change any Prize (to one of equal or greater value) as circumstances may demand, without any liability to You. Cash payment in lieu of any Prize is expressly prohibited. You may find out who has won any Prize by enquiring at the nearest redemption centre within Three [3] working days after conclusion of the Engagement.
- 7. All personal data submitted to PNL by You will be subject to and will be treated in a manner consistent with PNL's Privacy Policy. By participating in this Engagement, You agree that PNL may, at no cost and/or any obligation to You, collect and use Your personal data, including images, for PNL's post-Promotion publicity in any form, including on its website and social media pages, and in advertising future Engagements. You hereby agree to waive all rights or claims which You may have against PNL with respect to the use of Your personal data and images.
- 8. PNL reserves the right to temporarily or permanently suspend the Engagement for any reason whatsoever, or modify the mechanics of the Engagement at any time without any liability to You.
- 9. To the extent permitted by law, PNL excludes all liability for any loss, damage, cost and expense, whether direct or indirect, howsoever caused in connection with the Engagement. PNL makes no warranty, implied or express, that any part of the Promotion will be uninterrupted or error-free. Neither PNL nor any of its directors, employees, agents or suppliers shall be liable for any damage, loss, injury or disappointment suffered by You in the course of participating in the Engagement or as a result of accepting or using any Prize won during the Engagement. By entering into this Engagement, You agree that no claim arising from such losses or injuries (including special, indirect and consequential losses) shall be asserted against PNL, its parent company, affiliates, directors, employees or agents.
- 10. This T & C defines and regulates the relationship between You and PNL with respect to the Engagement, and will remain in full force and effect for the duration of the Engagement. In the event of any dispute pertaining to this T & C, including conduct, results, and all other matters relating thereto, the decision of PNL shall be final and no correspondence or discussion shall be entered into.
- 11. This T & C shall be governed by and construed in accordance with the laws of Nigeria.