THE STANDARD BANK OF SOUTH AFRICA LIMITED ("STANDARD BANK/WE/US/OUR")

TERMS AND CONDITIONS IN RESPECT OF THE STANDARD BANK BOOST PROGRAMME COMPETITION ("COMPETITION") IN COLLABORATION WITH THE NORTH WEST DEVELOPMENT CO-ORPORATION

Important clauses, which may limit our responsibility; place an obligation on you to indemnify us; involve an acknowledgment of any fact; or involve some risk for you, will be in bold and italics. You must pay special attention to these clauses.

1. **DURATION**

The Competition starts at 00h00 on Tuesday, 1 September 2020 and ends at 23h59 on Sunday, 31 October 2020 ("**Competition Period**").

2. **ENTRANT REQUIREMENTS**

2.1 To qualify as an entrant into this Competition you must:

2.1.1 be older than the age of 18 (eighteen) years;

2.1.2 have a valid South African Identification Document;

2.1.3 permanently reside in the Republic of South Africa;

2.1.4 have received a communication (email or social media post) from us about this Competition; and

2.1.5 be a registered small to medium enterprise operating in the following Districts of North West Province of the Republic of South Africa [Ngaka Modiri Molema, Dr Ruth Segomotsi Mompati, Bojanala Platinum, Dr Kenneth Kaunda] which meets the following operational criteria:

2.1.5.1 a 51% or more BBBEE owned; and

2.1.5.2 a turnover of between R200,000.00 and R2,000,000.00 per annum.

2.1.6 ***The Competition is limited to the above business categories, however other categories may be considered by Standard Bank in its sole discretion.***

3. **HOW TO ENTER**

3.1 To enter this Competition, you must:

3.1.1 follow the instructions set out in the communication you received; and

3.1.2 complete the application form ("**Application**").

3.2 There are no additional forms to fill in and once you meet the requirements set out in clause 2 above and this clause 3, you will automatically be entered into the Competition.

3.3 You may only enter this Competition once.

3.4 A panel consisting of members from Standard Bank and the North West Development Corporation will screen the Applications and select a shortlist of 10 businesses ("**Short Listed Businesses**") per region. One of our representatives will contact the Short-Listed Businesses and provide them with the necessary details about the Standard Bank Boost Programme Online Shark Tank Sessions ("**Shark Tank**") taking place at the following Districts:

3.4.1 Online Shark Tank session 1, Region 1 – Bojanala Platinum District;

3.4.2 Online Shark Tank session 2, Region 2 – Dr Kenneth Kaunda District;

3.4.3 Online Shark Tank session 3, Region 3 – Dr Ruth Segomotsi Mompati District; and

3.4.4 Online Shark Tank session 4, Region 4 – Ngaka Modiri Molema District

3.5 The Short-Listed Businesses will then be required to present their business model and ideas at the Shark Tank session in the regions where they are registered. A judging panel will select 3 businesses from the Short-Listed Businesses which will be invited for the Final Online Pitching Den taking place in January 2021 ("**Finalists**").

3.6 A judging panel will select 1 business from the Finalists who will win the Prize as set out below.

4. **PRIZES**

Four businesses from the finalists will win cash prizes;

4.1 First prize - R50 000

4.2 Second prize - R30 000

4.3 Third prize - R20 000

4.4 Fourth prize - R10 000

4.5 In addition to the cash prizes, the top four businesses will also receive business development, business assessments and evaluations, training, mentoring and financial support

4.6 The total package is valued at R200 000 for the top four businesses.

("**Prizes**").

5. **GENERAL**

5.1 We are the promoter of the Competition. Any reference to **we/us/our** includes our directors, members, agents or consultants, where the context allows for it.

5.2 You are not eligible to participate in this Competition if:

5.2.1 you are a director, member, employee, agent or consultant of ours or the North West Development Corporation

5.2.2 you are an immediate family member of any of the persons specified in clause 5.2.1; or

5.2.3 you are the sponsor of the Competition.

5.3 These terms and conditions are governed by the Consumer Protection Act 68 of 2008 and will apply to this Competition and all other information relating to this Competition (including any promotional or advertising material that is published).

5.4 By entering this Competition all entrants agree to be bound by:

5.4.1 these terms and conditions;

5.4.2 the Standard Bank Indemnity and Waiver form;

5.4.3 the terms and conditions of any third-party service providers and/or sponsors.

5.5 ***We will need to process your personal information to validate your entry and if you are a Prize winner, to make the Prize available to you. By entering this Competition, you consent to us processing your personal information for this purpose. If you do not consent to us processing your personal information, please do not enter this Competition.***

5.6 No entry will be considered to be valid until a validation process has taken place.

5.7 The Prize winner will receive confirmation of the Prize details via email within 2 (two) days from the date of announcing that the Prize winner has won the Competition. The Prize will be booked for the Prize winner by Standard Bank

5.8 Where relevant, if a person does not accept the Prize, if an entry is not valid for whatever reason, if an entrant has breached these terms and conditions, if a person renounces the Prize or we deem such person to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.

5.9 In the event of a dispute, our decision will be final and binding on all aspects of the Competition and no correspondence will be entered into.

5.10 We reserve the right to amend these terms and conditions and reduce or extend at any time any dates of this Competition.

5.11 We will be entitled to publish each Prize winner's name and photograph in any advertising, promotional, print, point of sale or public relations material (the nature and manner of such releases to be determined within our sole discretion), for a period of twelve months from the date of announcing such Prize winner. Each Prize winner will be given the opportunity to decline the publication of their images and to participate in our marketing material insofar as it relates to the Competition.

5.12 The Prize may not be exchanged for any other item. We do however reserve the right to substitute the Prize with any other prize of a similar commercial value.

5.13 ***We assume no risk and/or liability whatsoever for the failure of any technical element in the Competition which may result in an entrant's entry not being successfully submitted and/or a Prize winner not successfully receiving or taking up a Prize. Once a Prize winner accepts a Prize, such Prize winner accepts such Prize at his/her own risk.***

5.14 ***We assume no liability whatsoever for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize awarded in the Competition or for any loss or damage, howsoever arising. All persons, whilst participating in this Competition, indemnify and hold us harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.***

5.15 ***If required by the Minister for Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to terminate this Competition with immediate effect and without notice of such termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.***