

STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”)
TERMS AND CONDITIONS IN RESPECT OF THE DIGITAL ADOPTION PROMOTIONAL
COMPETITION (“COMPETITION”)

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

1 DURATION

The Competition starts at 00:00 on Monday, 13 May 2019 and ends at 23:59 on Friday 31 May 2019 (“**Competition Period**”).

2 ENTRANT REQUIREMENTS

2.1 To qualify as an entrant, you must meet the following requirements:

2.1.1 be 18 (eighteen) years of age or older;

2.1.2 permanently reside in the Republic of South Africa.

3 HOW TO ENTER

3.1 To enter the Competition, you must:

3.1.1 dial 0872889697 and successfully get through to the Capricorn FM ‘Immaculate Breakfast Show between 6am and 9am from Mondays to Fridays (“**Radio Show**”). Standard network rates apply; and

3.1.2 provide your name, surname, South African ID number and contact number to the Radio Show call centre agent.

3.2 Your call will be diverted to the Radio Show where you will have the chance to play the true or false game (“**Game**”) which will be conducted live by the radio host on the Radio Show.

- 3.3 During the Game, the radio host will provide the entrants with two informative facts about the Standard Bank Mobile App (“**Questions**”). The entrant will be required to indicate whether or not the Questions are true or false
- 3.4 If the entrant answers both Questions correctly the entrant will win a Prize as indicated in clause 4, depending on what day the entrant plays the Game.
- 3.5 There are no 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.

4 **PRIZES**

The entrants each stand a chance to win a prize as follows:

- 4.1 if the entrant plays the Game on any day between Monday and Thursday and answers the Questions correctly, the entrant will win a cash prize of R1000;
- 4.2 if the entrant plays the Game on a Friday and answers the Questions correctly, the entrant will win a cash prize of R2000; and
- 4.3 If the entrant who wins as indicated clause in 0 and/or **Error! Reference source not found.** has at the commencement of the Competition already downloaded the Standard Bank Mobile App such entrant will win an additional cash prize of R500 as well a Standard Bank hamper valued at R89,30. To prove that the entrant has downloaded the Standard Bank Mobile App, the entrant must send a screen shot to a number which the radio host will advise them of during the Radio Show. Standard network rates apply.

hereinafter referred to as the (“**Prize**”).

5 **GENERAL**

- 5.1 We are the promoter of the Competition. Any reference to **we/us/our** includes our directors, members, partners, sponsors, 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, partner, employee, agent or consultant of ours;
or
- 5.2.2 you are an immediate family member of any of the persons specified in clause 5.2.1.
- 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; and
- 5.4.2 any third-party supplier terms and conditions.
- 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 We will announce all the Prize winners on Capricorn FM, our Facebook and Twitter pages.
- 5.8 The Prize winners will be notified that they have won the Competition during the Radio Show.
- 5.9 The Prizes will be credited into a Standard Bank account if the Prize winner holds an account with us, alternatively a bank account nominated by the Prize winner. The details of such alternate account will be requested by our representative from the Prize winner when we contact the Prize winner no later than 1 June 2019.
- 5.10 Where relevant, if a person does not accept the Prize within a period of 14 days, 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.

- 5.11 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.
- 5.12 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.
- 5.13 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.
- 5.14 ***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.***
- 5.15 ***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 because of any claim, costs, expense, loss or damages which may be made by any third party.***
- 5.16 ***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.***