

**THE STANDARD BANK OF SOUTH AFRICA LIMITED (STANDARD BANK/WE/US/OUR)  
CARD NOT PRESENT CAMPAIGN @ 2.5% CASHBACK CAMPAIGN (COMPETITION)  
TERMS AND CONDITIONS (TERMS)**

*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 opens at 00:00 on 15 July 2022 and ends at 23:59 on 14 August 2022 (**Competition Period**).

**2. WHO MAY ENTER?**

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

2.1.1 be over the age of 18 years;

2.1.2 be cardholder of Standard Bank who:

2.1.2.1 holds a credit card account ("**Account**");

2.1.2.2 which Account is in good standing; and

2.1.2.3 is know your customer ("**KYC**") compliant.

("**Qualifying Customers**")

**3. HOW QUALIFY FOR COMPETITION**

3.1 To gain entry into the Competition, Qualifying Customers must, perform a CNP Transaction, during the Competition Period ("**Qualifying Transaction**").

3.2 For the purpose of these Terms a "**CNP Transaction**" means a credit card, card not present transaction, which is any transaction performed where your actual credit card is not physically present during the transaction and can include any of the following examples:

- 3.2.1 online purchases;
- 3.2.2 loading and using a credit card on file e.g Uber eats merchants or Apple pay; and/or
- 3.2.3 loading a credit card for subscriptions example: Netflix, Showmax or Amazon.
- 3.3 There is no minimum spend requirement for a Qualifying Transaction. Each Qualifying Transaction will grant a Qualifying Customer one entry into the Competition. Qualifying Customers can enter the Competition as many times as possible.

#### 4. **PRIZES AND LUCKY DRAW**

- 4.1 Successful entry data will be extracted by the Standard Bank's Card CVM team at the end of the Competition Period and submitted for entry into the lucky draw to be held on 19<sup>th</sup> August 2022.
- 4.2 The lucky draw will be conducted by our Risk Governance department to determine the final prize winners. The lucky draw will be conducted electronically for which a digital recording will be kept.
- 4.3 1000 (one thousand) Qualifying Customers from the Main Market segment and 500 (five hundred) Qualifying Customers from the Affluent Segment, who meet the Qualifying Transaction criteria will be selected from the successful entries into the Competition via lucky draw ("**Prize Winners**") to receive the following prizes:
  - 4.3.1 1000 (one thousand) Qualifying Customers in the Affluent segment selected by lucky draw will receive 2.5% cashback on all CNP Transactions capped at R100 (one hundred Rand) earn per CNP Transaction; and
  - 4.3.2 500 (five hundred) Qualifying Customers in Main Market segment will receive 1.5% cashback on all CNP Transactions capped at R100 (one hundred Rand) earn per CNP Transaction.
- ("Prize")**
- 4.4 We will notify the Prize Winners by no later than 10 Business Days following the lucky draw by SMS.

4.5 The Prize Winners will receive the Prize no later than 30 August 2022.

4.6 The Prize will be credited in cash into the winning Accounts.

## 5. GENERAL

5.1 ***These Terms may be amended by Standard Bank at any time, with or without notice.***

5.2 You cannot participate in the Competition if:

5.2.1 you are a director, employee, agent or consultant of Standard Bank; or

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 a supplier of any goods or services under the Competition.

5.3 These Terms are governed by the Consumer Protection Act 68 of 2008.

5.4 We are the promoter of the Competition. Any reference to **we/us/our** includes our directors, members, partners, sponsors, employees, agents, consultants, suppliers, contractors and sponsors, where the context allows for it.

5.5 By participating in the Competition, you agree to be bound by these Terms.

5.6 All Accounts must have been activated within the requirements of the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations and guidelines in respect thereof.

5.7 The Qualifying Customers who participate in the Competition will be selected from data that the Standard Bank finance team will collect from CNP Transactions that meet the Qualifying Transaction criteria during the Competition Period.

5.8 If a Qualifying Customer does not accept a Prize, if an entry is not valid for any reason whatsoever, if a Qualifying Customer has breached these Terms, if the Qualifying Customer renounces the Competition or cannot be contacted, or if we

deem such Qualifying Customer to have renounced the right to receive the Prize, we reserve the right to declare the right to receive the Prize to be forfeited in our sole and absolute discretion.

5.9 The Prize offered per the terms of this Competition may not be transferred from you to any other person and 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.

5.10 ***All Qualifying Customers who accept a Prize pursuant to the terms of this Competition do so entirely at their own risk.***

5.11 ***We will need to process your Personal Information (as such term is defined in the Protection of Personal Information Act 4 of 2013) to validate your entry and if you are legible to receive a Prize.***

5.12 ***We will be entitled to publish each Qualifying Customer who has participated in the Competition, 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 one month from the date of announcing the Competition. Each Qualifying Customer who has received a Prize pursuant to the Competition 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 No entry will be valid until a validation process has taken place.

5.14 In the event of a dispute, our decision will be final and binding on all aspects of the Competition.

5.15 ***We assume no risk and/or liability whatsoever for the failure of any technical element in the Competition which may result in an entry not being successfully submitted and/or a Qualifying Customer not successfully receiving a Prize pursuant to this Competition. Once a Qualifying Customer***

***accepts the Prize offered pursuant to this Competition, such acceptance of the Prize shall be at their own risk.***

5.16 ***We assume no liability whatsoever for any indirect loss, harm or damage arising from a customer's participation in the Competition howsoever arising. All customers, whilst participating in the 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, cost, expense, loss or damage which may be made or suffered by a customer or any third party.***

5.17 ***We will have the right to terminate this Competition with immediate effect and without notice of such termination for any reason whatsoever. 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.***

5.18 ***If required by the Minister for Trade and Industry, the National Consumer Commission or for any other reason, we can end the Competition immediately with or without notice to you. If this happens, you waive (give up) any rights which you may have against us and you will have no claim against us.***

5.19 ***Nothing in these Terms prevents you from approaching the National Consumer Commission or any other relevant authority to obtain relief.***