

THE STANDARD BANK OF SOUTH AFRICA LIMITED (STANDARD BANK/WE/US/OUR)
TERMS AND CONDITIONS (TERMS) FOR THE CREDIT CARD GAMING CAMPAIGN
(PROMOTION)

Please read the Terms carefully and pay special attention to the clauses that are in bold, as they may limit our liability (responsibility) or involve some risk to you.

1. DURATION

The Promotion starts at 00:00 on 1 June 2022 and ends at 23:59 on 31 August 2022 (**Promotion Period**).

2. REQUIREMENTS

To qualify for the Promotion, you must:

- 2.1.1 permanently reside in the Republic of South Africa;
- 2.1.2 be 18 years or older; and
- 2.1.3 You must be a Standard Bank credit card holding customer (**“Credit Card”**);
- 2.1.4 You must be KYC (know your customer) compliant in terms of Standard Banks regulatory requirements.

(**“Qualifying Customer”**)

3. HOW TO ENTER

- 3.1 To enter the Promotion, Qualifying Customers must, during the Promotion Period:
 - 3.1.1 use their Credit Card to purchase either the Xbox Series S or the Xbox Series X at BT Games Proprietary Limited (either in-store or Online); and
 - 3.1.2 select the 24-month budget facility payment option when making the purchase.

(“Qualifying Transaction”)

3.2 Qualifying Customers may enter as many times as possible. Every Qualifying Transaction per clause 3.1 will grant the Qualifying Customer the right to 0% interest over the 24-month period of the budget facility.

3.3 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 Promotion.

4. GENERAL

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

4.2 You cannot participate in the Promotion if you are a supplier of any goods or services under the Promotion.

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

4.4 These Terms apply to the Promotion and all information relating to the Promotion (including any promotional or advertising material that is published).

4.5 ***All Credit Card 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.***

4.6 By entering the Promotion, you are bound by these Terms.

4.7 ***We reserve the right to amend these Terms.***

4.8 ***We must process your personal information to validate your entry and if you are eligible to receive the rights on offer in terms of the Promotion. By entering the Promotion, you consent to us processing your personal information for this purpose. If you do not consent, please do not enter the Promotion.***

4.9 ***We may declare the promotional offer forfeited (lost) if:***

4.9.1 ***a participant’s entry is not valid.***

- 4.9.2 ***a participant has breached these Terms.***
- 4.9.3 ***a participant cannot be contacted or does not accept the promotional offer.***
- 4.9.4 ***a participant gives up the right to the promotional offer or we determine that the participant has given up the right to the promotional offer respectively.***
- 4.10 If there is a dispute in respect of these Terms or the Promotion, our decision is final and binding.
- 4.11 If the Qualifying Customer agrees to it, we may publish their name and/or photo in any internal or external advertising or promotional material for 12 months from the date on which the Qualifying Customer accepts the promotional offer. We will determine the nature and distribution of these materials. If a Qualifying Customer does not consent to the publication of their name and/or photo, the Qualifying Customer will still receive the promotional offer.
- 4.12 The promotional offer may not be transferred from you to any other person and may not be exchanged by you for any other item. We do however reserve the right to substitute the promotional offer with any other offering of a similar commercial value.
- 4.13 ***We assume no liability whatsoever for any indirect loss, harm or damage arising from customers participation in the Promotion howsoever arising. All customers, whilst participating in the Promotion, 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.***
- 4.14 ***We are not responsible if your entry is not successfully submitted or a Qualifying Customer does not successfully receive or take up the promotional offer for any reason, including because of a technological failure.***

- 4.15 ***We are not responsible for any loss or damage which you or any third party may suffer as a result of you participating in the Promotion or accepting the promotional offer.***
- 4.16 ***We will have the right to terminate this Promotion 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.***
- 4.17 ***If required by the Minister for Trade and Industry, the National Consumer Commission or for any other reason, we can end the Promotion 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.***
- 4.18 ***Nothing in these Terms prevents you from approaching the National Consumer Commission or any other relevant authority to obtain relief.***