

**THE STANDARD BANK OF SOUTH AFRICA LIMITED (STANDARD BANK/WE/US/OUR)
TERMS AND CONDITIONS (TERMS) FOR THE “WIN YOUR DECEMBER 2020 SPEND
BACK” COMPETITION (COMPETITION)**

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 Competition starts at 00:00 on Tuesday, 1 December 2020 and ends at 23:59 on Thursday, 31 December 2020 (**Competition Period**).

2. REQUIREMENTS

To qualify for the Competition, you must:

- 2.1 permanently reside in the Republic of South Africa;
- 2.2 be 18 years or older;
- 2.3 be the holder of a valid and active Standard Bank credit card (**Card**), whose Card account is in good standing;
- 2.4 receive a communication from us inviting you to enter the Competition.

3. HOW TO ENTER

- 3.1 During the Competition Period you must swipe your Card to pay for your purchases (whether in-store or online) and then, in January 2021, you must pay your monthly instalment due on time.
- 3.2 You may only enter the Competition once.
- 3.3 There are no forms to fill in and once you meet the requirements set out in clause 2 above and this clause 2.3, you will automatically be entered into the Competition.

4. PRIZES

Ten lucky entrants stand the chance to win back the value of the amount that they have spent on their Card during the Competition Period (limited to a maximum amount of R10 000.00 (ten thousand Rand)), which will be credited to their Card account (**Prize**).

5. GENERAL

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

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

5.5 By entering the Competition, you are bound by these Terms.

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

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

5.8 We will choose the Prize winners through a lucky draw conducted by our risk governance department by 5 February 2021. The first 10 (ten) valid entries drawn will each win the Prize.

5.9 We will notify the Prize winners by no later than 7 (seven) days after the draw via email or their mobile number and once the Prize winner accepts the Prize, it will be paid into the Prize winner's Card account within 7 (seven) days of the date on which the Prize winner was notified that they have won a Prize.

5.10 ***We may declare the Prize forfeited (lost) and we may choose a new Prize winner, if:***

- 5.10.1 ***a Prize winner's entry is not valid.***
- 5.10.2 ***a Prize winner has breached these Terms.***
- 5.10.3 ***a Prize winner cannot be contacted or does not accept the Prize within 3 days from the date that the Prize winner was contacted about the Prize.***
- 5.10.4 ***a Prize winner gives up the Prize or we determine that the Prize winner has given up the Prize.***
- 5.11 If there is a dispute in respect of these Terms or the Competition, our decision is final and binding and no correspondence will be entered into.
- 5.12 If the Prize winner 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 Prize winner accepts the Prize. We will determine the nature and distribution of these materials. If a Prize winner does not consent to the publication of their name and/or photo, the Prize winner will still receive the Prize.
- 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 are not responsible if your entry is not successfully submitted or a Prize winner does not successfully receive or take up a Prize for any reason, including because of a technological failure.***
- 5.15 ***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 Competition or accepting a Prize.***
- 5.16 ***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.***