

**THE STANDARD BANK OF SOUTH AFRICA LIMITED (STANDARD BANK/WE/US/OUR)
TERMS AND CONDITIONS (TERMS) IN RESPECT OF THE “BLACK FRIDAY HIRSCH’S SPEND
AND WIN” COMPETITION (COMPETITION)**

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 00:00 on Thursday, 4 November 2021 and ends at 23:59 on Friday, 26 November 2021 (**Competition Period**).

2. ENTRANT REQUIREMENTS

To qualify as an entrant into this Competition you must meet the following requirements:

- 2.1 be 18 (eighteen) years of age or older;
- 2.2 permanently reside in the Republic of South Africa;
- 2.3 be the holder of a Standard Bank debit, cheque or credit card (**Card**).

3. HOW TO ENTER

- 3.1 To enter the Competition, you must use your Card at least once during the Competition Period to pay for your purchases at Hirsch’s Home Stores (**Hirsch’s**), whether online or in-store.
- 3.2 Each time you use your Card to pay for your purchases at Hirsch’s (whether online or in-store), you will get one entry into the Competition.
- 3.3 ***You may enter the Competition as many times as you would like, however, even if you enter multiple times, you will not be able to win a Prize more than once.***
- 3.4 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 AND DRAW PROCESS

- 4.1 One lucky winner stands a chance to win a Phillips Air Fryer valued at R6000.00 (six thousand Rand) (**Prize**).
- 4.2 ***Please note that no entry will be considered to be valid until a validation process has taken place.***
- 4.3 The Prize winners will be selected by lucky draw conducted by our internal audit department within 14 (fourteen) days of the end of the Competition Period.
- 4.4 The winner will be contacted via email and telephone to notify them that they have won the Competition. Arrangements will be made for the winner to collect the Prize at their nearest Hirsch’s store.
- 4.5 The Prizes are not transferrable 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. 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 These Terms are governed by the Consumer Protection Act 68 of 2008, which will apply to this Competition and all other information relating to the Competition (including any promotional or advertising material that is published).
- 5.3 By entering this Competition all entrants agree to be bound by:
- 5.3.1 these Terms; and
- 5.3.2 any third-party supplier terms and conditions, including Hirsch's.
- 5.4 ***We will need to collect and 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***
- 5.5 ***Where relevant, if:***
- 5.5.1 ***an entrant is not contactable for whatever reason;***
- 5.5.2 ***an entrant does not accept the Prize within a period of 14 (fourteen) days from the date on which any lucky draw takes place;***
- 5.5.3 ***an entry is not valid for whatever reason;***
- 5.5.4 ***an entrant has breached these terms and conditions;***
- 5.5.5 ***an entrant renounces the Prize or we deem such entrant to have renounced the Prize,***
- we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.***
- 5.6 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.
- 5.7 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.
- 5.8 ***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.***
- 5.9 ***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 from and against 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.***

5.10 ***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.***