# THE STANDARD BANK OF SOUTH AFRICA LIMITED (STANDARD BANK/WE/US/OUR) AFFLUENT HEATMAPS MARKET CAMPAIGN 2 (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 starts at 00:00 on 6<sup>th</sup> April 2022 and ends at 23:59 on 30 April 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 an existing member of the Standard Bank UCount Rewards Retail programme ("UCount Rewards") whose membership is in Good Standing (as defined in the UCount Rewards terms and conditions);
- 2.1.3 be cardholder of Standard Bank who:
- 2.1.3.1 holds either a Professional, Titanium, World Citizen or a Private banking credit, debit or cheque card ("**Account**); and
- 2.1.3.2 is know your customer ("**KYC**") compliant; and
- 2.1.4 you must have received communication from us inviting you to participate in this Competition.

("Qualifying Customers")

### 3. HOW QUALIFY FOR COMPETITION

- 3.1 To gain entry into the Competition, Qualifying Customers must, during the Competition Period:
- 3.1.1 have transacted for a minimum spend of R13 000 (thirteen thousand Rand) on their Account;
- 3.1.2 in respect of 20 (twenty) or more transactions;

# ("Qualifying Transaction")

- 3.2 For the purpose of these Terms a "Qualifying Transaction" includings POS swipes, online purchases (where a card is not present) and VAS purchases (Data, airtime, electricity and Lotto).
- 3.3 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 Qualifying Customers who meeting the Qualifying Transaction criteria will automatically be entered into a lucky draw.
- 4.2 Successful entry data will be extracted by the Standard Bank card data team at the end of the Competition Period and submitted for entry into the lucky draw.
- 4.3 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. The lucky draw will take place on 8 May 2022.
- 4.4 10 (ten) Qualifying Customers who meet the Qualifying Transaction Criteria will be selected from the successful entries into the Competition ("**Prize Winners**").
- 4.5 We will notify the Prize Winners by no later than 10 Business Days following the lucky draw by email and/or telephonically.

- 4.6 The Prize for the Prize Winners will be:
- 4.6.1 25 000 UCount Rewards Points valued at R2 500; and
- 4.6.2 Qualifying Customers will automatically earn 0.5% cashback based on total POS (Point of Sale) spend achieved during Competition Period.

  ("Prize").
- 4.7 The Prize Winners will receive the Prize no later than 31 May 2022.
- 4.8 The Prize in terms of clause 4.6.1 will be received into the Prize Winners UCount Rewards Account. The Prize in terms of clause 4.6.2 will be desposited into the Prize Winners Standard Bank account.

## 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.
- 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.

- All Accounts must have been activated within the requirements of the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations and quidelines in respect thereof.
- 5.7 The Qualifying Customers who participate in the Competition will be selected from data that the Standard Bank card data team will collect from transactions that meet the Qualifying Transaction criteria during the Competition Period.
- 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.
- 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's 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.
- 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.
- 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.

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