

THE STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”)
THE STANDARD BANK “MAKE YOUR NEXT SWIPE COUNT” PROMOTIONAL COMPETITION
(“COMPETITION”) TERMS AND CONDITIONS (TERMS)

Important clauses, which may limit our responsibility; place an obligation on you to indemnify us; involve an acknowledgement of any fact; or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses.

1. DURATION

The Competition starts at 05:00 on Monday, 26 February 2018 and ends at 08:00 on Friday, 2 March 2018 (**Competition Period**).

2. ENTRANT REQUIREMENTS

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

2.1.1 be 18 (eighteen) years of age or older;

2.1.2 be a South African citizen who holds a valid South African identity document; and

2.1.3 permanently reside in the Republic of South Africa.

3. HOW TO ENTER

3.1 Listen to the radio broadcast on Metro FM radio station (**Radio Station**) every day during the Competition Period between 05:00 and 08:00.

3.2 At around 07:00 the Presenter will open the lines and take two callers on-air. The callers will be vetted by the Producer before going on air.

3.3 The Radio Station host will allow the two callers to tell their story about their most lavish, ridiculous and outrageous spending habits live on air. The on-air team will select a daily winner.

3.4 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 Competition.

4. **PRIZES**

- 4.1 Each day during the Competition Period 1 (one) entrant stands the chance to win R5000.00 (five thousand Rand) (**Prize**).
- 4.2 If the Prize winner is a Standard Bank UCount Rewards member he/she will receive 5000 Bonus UCount Rewards points.
- 4.3 The Prize winner will be announced on air on the day of choosing the winner and will be notified by a representative of RadioHeads (**Agency**) via telephone within 24 (twenty four) hours of selecting the winner.
- 4.4 The Prize will be deposited into a Standard Bank account if the Prize winner holds and account with us, alternatively a bank account nominated by the Prize winner, within 6 (six) weeks of notifying them that they have won a Prize.

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 and will apply to this Competition and all other information relating to it.
- 5.3 You are not eligible to participate in this Competition if:
- 5.3.1 you are a director, member, partner, employee, agent or consultant of ours;
- 5.3.2 you are an immediate family member of any of the persons specified in clause 5.3.1; or
- 5.3.3 you are the sponsor of the Competition.
- 5.4 By entering this Competition, all entrants agree to be bound by these Terms.
- 5.5 The Prize winner, in addition to complying with these Terms and any other terms and conditions which may be prescribed by Standard Bank from time to time, must comply with the terms and conditions of the organisers, suppliers, Agency and third parties involved in the Competition (if applicable).
- 5.6 All information relating to the Competition and published on our website or any promotional or advertising material form part of these Terms.

- 5.7 ***We will need to 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.***
- 5.8 No entry will be considered to be valid until a validation process has taken place.
- 5.9 If the Agency is unable to contact a Prize winner within 1 (one) week of choosing the winner we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.
- 5.10 Where relevant, if a person does not accept the Prize within the term specified, if an entry is not valid for whatever reason, if an entrant has breached these Terms, if a person renounces the Prize or we deem such person to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.
- 5.11 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.
- 5.12 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.
- 5.13 We will be entitled to announce the Prize winners on the Radio Station and our Facebook and Twitter pages and/or we will be entitled to publish the Prize winners' 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 12 (twelve) months from the date of announcing such Prize winner. The Prize winners will be given the opportunity to decline the publication of their image and to participate in our marketing material insofar as it relates to the Competition.
- 5.14 We reserve the right to amend these Terms and reduce or extend at any time any dates of this Competition.
- 5.15 We assume no liability for any services and/or advice, whether correct or incorrect, which you receive and/or pursue over and above the Competition.
- 5.16 ***By accepting a Prize, you agree that we may hold you responsible for any losses or damages of any nature which we or any third party may incur in connection with your acceptance of a Prize.***

- 5.17 ***We reserve the right to terminate this Competition with immediate effect and without notice of such termination to you. In such event, you waive any rights, which you may have against us and you acknowledge that you will have no recourse or claim of any nature whatsoever against us.***
- 5.18 ***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 the Prize winner not successfully receiving or taking up the Prize. Once the Prize winners accept the Prize, such Prize winners accept such Prize at his/her own risk.***
- 5.19 ***We assume no liability whatsoever (whether direct or indirect) for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize being awarded in the Competition or for any loss or damage, howsoever arising. All persons, whilst participating in this Competition, indemnify and hold us harmless for 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.***
- 5.20 ***If required by the Minister for Trade and Industry, the National Consumer Commission or for whatever other reason, the Promoter shall 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 the Promoter and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against the Promoter, its directors, members, partners, employees, sponsors, agents or consultants.***