

STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”)
TERMS AND CONDITIONS IN RESPECT OF THE MAKRO CREDIT CARD 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, 15 June 2017 and ends at 23:59 on Saturday, 15 July 2017 (“**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 permanently reside in the Republic of South Africa;

2.1.2 be 18 (eighteen) years of age or older; and

2.1.3 be the primary cardholder of a Standard Bank personal credit card (“**Card**”) whose account is in Good Standing.

3 HOW TO ENTER

3.1 Use your Card to make a purchase at a Makro store and/or the online store for R2000 or more during the Promotion Period.

3.2 You may only enter the Competition once. 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

100 entrants each stand the chance to win a Makro gift card to the value of R500 (“**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 You are not eligible to participate in this Competition if:
- 5.2.1 you are a director, member, partner, employee, agent or consultant of ours;
or
- 5.2.2 you are an immediate family member of any of the persons specified in clause 5.2.1.
- 5.3 These terms and conditions are governed by the Consumer Protection Act 68 of 2008 and will apply to this Competition and all other information relating to this Competition (including any promotional or advertising material that is published).
- 5.4 By entering this Competition all entrants agree to be bound by:
- 5.4.1 these terms and conditions;
- 5.4.2 the Card terms and conditions; and
- 5.4.3 the Makro terms and conditions.
- 5.5 ***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***
- 5.6 No entry will be considered to be valid until a validation process has taken place.
- 5.7 The Prize winners will be chosen by means of a lucky draw conducted by our internal auditors on 20th July 2017 at our premises, 30 Baker Street, Rosebank (“**Lucky Draw**”). The first 100 valid entries drawn will win a Prize.
- 5.8 The Prize winners will be notified by a representative of ours by telephone within 10 working days of the relevant Lucky Draw.

- 5.9 The Prize will be delivered via courier to the Prize winners no later than the 31st August 2017.
- 5.10 Where relevant, if a person does not accept the Prize within a period of 14 days, if an entry is not valid for whatever reason, if an entrant has breached these terms and conditions, 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 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.
- 5.13 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 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.***
- 5.15 ***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 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.***

5.16 ***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.***