

STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”)
TERMS AND CONDITIONS IN RESPECT OF UCOUNT REWARDS AND MAKRO BACK
TO SCHOOL SPEND/REDEEM 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 Monday, 16 December 2019 and ends at 23:59 on Wednesday, 15 January 2020 (“**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;

2.1.3 be the primary cardholder of a Standard Bank Credit, Cheque or Debit card (“**Card**”) whose account is in Good Standing; and

2.1.4 be a member of Standard Bank’s UCount Rewards Retail programme (“**UCount Rewards**”) whose account is in Good Standing (as defined in the UCount Rewards terms and conditions); and

3 HOW TO ENTER

3.1 You can either use your Card to pay or use your UCount Rewards Card to Redeem your Rewards Points to make a purchase at a Makro store and/or the online store (“**Transaction**”) during the Competition Period and receive one entry into the Competition.

3.2 Every Transaction during the Competition Period qualifies for an entry into the Competition.

3.3 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 entrants each stand the chance to win a Makro gift card valued at R5000 ("**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; or

5.2.3 you are only a member of the UCount Rewards for Business programme.

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 UCount 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 23 January 2020 at our premises, 30 Baker Street, Rosebank. The first 4 valid entries drawn will win a Prize.
- 5.8 The Prize winners will be notified by a representative of ours by telephone and email between 27 and 31 January 2020.
- 5.9 The Prize will be couriered to the Prize winner no later than 28 February 2020.
- 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.***