

#### **COMPETITION RULES**

### Download and Transact with Ozow.Me and you could win R10k daily

Read these competition rules carefully ("rules"). These rules explain your rights and duties in connection with this competition ("Competition"). If you take part in this Competition and/or accept any prize, these rules will apply to you, and you agree that it can be assumed that you have read and agreed to be legally bound by these rules. All natural persons entering this Competition ("Entrants") do so at their own risk. The entry of any Entrant into the Competition and/or acceptance of a Prize by any Entrant in the event that a Prize is won by such Entrant (the "Winner") constitutes a binding offer and acceptance of these rules by Ozow and the Entrant/Winner.

| Competition details   | This Competition is sponsored and promoted by Ozow Proprietary Limited (reg. no. 2013/214663/07) ("Ozow").  |
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|   | Any reference to Ozow includes any person which, directly or indirectly is Controlled by Ozow, or Controls Ozow and any directors, officers, employees, agents, and representatives of Ozow. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.  |
| Competition<br>Period   | 13 December 2022 to midnight on 22 December 2022  |
| Who can enter?  | Any natural person who is a resident of South Africa may enter.   |
| How to enter?   | <ol> <li>To enter, Entrants will need to:         <ol> <li>Download the Ozow.Me application (either from the Google Play or Apple App Store);</li> <li>Register for the Ozow.Me pocket feature on Ozow.Me ("Pocket");</li> <li>Top-Up Pocket on Ozow.Me; and</li> <li>Post a screenshot of the screen on Ozow.Me stating "Great! Your top up has been successful" on social media and tag Ozow using #OzowME.</li> </ol> </li> <li>It is the responsibility of all Entrants to ensure that their entry is received by Ozow prior to the end of the Competition Period. Any entries that are not received during the Competition Period will not be eligible to participate, regardless of the reason. Ozow will not be responsible for any entries which are not received by Ozow, whether timeously or at all, regardless of the cause thereof.</li> </ol> |
| How many winners will be chosen?                                    | 1 Winner per day for the duration of the Competition Period, provided all 4 steps under "how to enter" was followed by Entrants. Each Winner will only be eligible to receive 1 Prize during the Competition Period.  |
| Prize   | R10k cash per day which will be deposited in the Winner's Pocket.  The Prize may not be deferred, changed, or exchanged for any other item or for cash and is subject to any terms, conditions and/or limitations contained in such voucher.  |
| Winner Selection  |   |
| How will winners<br>be chosen and<br>when will they be<br>notified? | Each day over the entire Competition Period, Ozow will select a Winner from the pool of Entrants who posted a screenshot of their successful Pocket top up screen using #OzowME at random by a computer-generated programme operated by Ozow in terms of which a winner will be drawn ("draw/s").  Such draws will take place daily or at the end of the Competition period, at Ozow's discretion. The first appearing Entrant in the draw shall, subject to successful verification by Ozow of the Entrant completing each of the 4 steps under "how to enter" above, be the Winner of the Prize for the relevant day in the Competition Period.   |

Ozow will further select numerous additional Entrants in order to cater for any forfeiting of Prizes ("Backup Winners").

If any of the steps under "how to enter" above were not followed, the Winner will forfeit their prize and Ozow will reserve the right to award the Prize to a Backup Winner (subject to successful verification as stated above).

The determination of the draw and verification of the steps under "how to enter" above by Ozow will be final and no related correspondence will be entered into.

Each Winner will be notified of their winnings by Ozow, shortly after the draw and successful verification.

The Winner shall be required to agree to the winnings and to allow Ozow to publish the Winner's name on their website and various social media platforms, including but not limited to Facebook, Instagram, YouTube, Twitter and GDN.

Ozow will attempt to contact each Winner at least 2 times. If Ozow are unable to contact a Winner, or a Winner declines the Prize or to allow their name to be published by Ozow, such Winner will forfeit his/her/their prize, and Ozow reserve the right to award such prize to the next Entrant from the Backup Winners.

If such new Winner agrees to accept the Prize and the publishing of their name subject to these rules, they will be a Winner of a Prize in the Competition.

Once a Winner has agreed to the Prize and to the publishing of his/her/their name, Ozow may announce the name of the Winner on its website and/or various social media platforms, at their selection, including but not limited to Facebook, Instagram, YouTube, Twitter and Google Display Network ("GDN").

The announcement of a Winner (or Winners) by Ozow will be done daily or after the end of the Competition Period, at Ozow's discretion.

#### General

#### Who cannot enter?

- People under the age of 18 years (unless parental or guardian consent is obtained).
   Entrants under the age of 18 must obtain permission from their parents or guardians before entering the Competition, who must approve of and consent to the Entrant's participation in the Competition and the receipt / possession of a Prize if that Entrant becomes a Winner.
- Directors, members, shareholders, agents, consultants, or employees of Ozow, or any of such person's spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling.
- The suppliers of any goods or services in respect of the Competition.

### **Entry fees**

There are no entry fees to participate in this Competition.

#### Additional fees

The data costs, or any other costs, incurred by an Entrant in the ordinary course of business will apply during the Competition Period.

### Is there a limit on the number entries?

There is no limit on the number of entries in this Competition, but each Entrant can only win once over the Competition Period.

# Who may not win a prize?

An Entrant may not win a Prize if it is unlawful for Ozow to provide such Prize to an Entrant. In the event that an Entrant does win a Prize, and it is unlawful for such Entrant to win a Prize, the Entrant will forfeit the Prize.

# Circumstances for disqualification

If any Entrant fails to comply with any of these rules, then, without prejudice to any other remedy which Ozow may have, such Entrant will be automatically disqualified and will forfeit their Prize (if such Entrant has already won a Prize).

# How will the prize be claimed?

The logistics involved for the delivery or payment of the Prize (as the case may be) to Winners will be made within one month of the notification of the Winners, by Ozow, or such other time period that is communicated to the Winners.

## Personal information

The terms and conditions applicable to the processing of personal information ("PI") (as defined in Protection of Personal Information Act 2013 ("POPI")) by Ozow can be found in the PAIA manual and privacy policy on <a href="https://www.ozow.com">www.ozow.com</a>. For the avoidance of doubt, all Entrants confirm

|                                 | that they have agreed to the privacy policy, which is made available when making a purchase using Ozow.   |
|---------------------------------|---|
| Marketing                       | <ol> <li>The Entrant expressly consents and agrees that by entering the Competition:</li> <li>Ozow may contact you using written, electronic, or verbal mediums, as regulated by applicable law, using any e-mail address or telephone number provided by or made available by you to Ozow, now or in the future, regarding Ozow or the use of Ozow's services. This consent includes, but is not limited to, contact by manual calling method, pre-recorded or artificial voice messages, text messages, emails, automatic telephone dialling systems, and/or contract by way of social media platforms;</li> <li>you may receive any form of advertising, including by way direct or indirect marketing,</li> </ol> |
|                                 | <ul> <li>2. You may receive any form of advertising, including by way direct of indirect marketing, electronic marketing, or tele-marketing in relation to Ozow, or the use of Ozow's services; and</li> <li>3. Ozow may process and/or store any of your PI trans-border, specifically in the Amazon Web cloud hosting Services.</li> <li>For further information, or should you wish to opt out of any form of direct or indirect marketing mentioned above, please contact our information officer at privacy@ozow.com.</li> </ul>   |
| Participation in marketing      | Ozow may invite each Winner to be present when the Winners are announced, to participate in any marketing activities of Ozow, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of the goods sold or services rendered by Ozow, for which no fee, royalty or other compensation will be payable. The Winners may decline this.  |
| Waiver                          | Ozow reserves the right to vary, postpone, suspend, or cancel the Competition and any Prizes, or any aspect thereof, without notice at any time, and for any reason which Ozow deems necessary.  In the event of such variation, postponement, suspension, or cancellation, Ozow agrees to waive any rights, interests, and expectations that any Entrants or Winners may have in terms of the Competition and acknowledge that no Entrant or Winner will have any recourse against Ozow.   |
| Changes to<br>Competition/rules | Ozow reserves the right to modify the Competition rules at any time at its discretion. The rules posted at any time via the website ( <a href="www.ozow.com">www.ozow.com</a> ) shall be deemed to be the rules then in effect. We recommend that you check the rules on a regular basis in order to keep abreast of any updates to these rules or the Competition as Ozow does not bear the responsibility of updating you of any amendments or revisions.   |
| Additional information          | Ozow may require each Winner to provide Ozow with additional information and documentation in order to process, confirm and facilitate each Winner's acceptance and delivery of their Prize. If any Winner refuses to provide Ozow with the requested information or documentation, such Winner will forfeit their Prize.   |
| Liability                       | <ul> <li>If any Entrant fails to comply with any of these rules, then, without prejudice to any other remedy which Ozow may have,</li> <li>such Entrant will be automatically disqualified, and such Entrant will forfeit their Prize (in the event that such Entrant has already won a Prize);</li> <li>an Entrant and/or Winner will pay Ozow for any loss or damage incurred by Ozow directly or indirectly as a result of non-compliance, including all legal costs (including attorney and own client costs) which Ozow may incur in taking any steps pursuant to an Entrant and/or Winner's non-compliance; and</li> </ul>  |
|                                 | • such Entrants and Winners indemnify and hold Ozow, as applicable, harmless against any claim by any Person, (whether direct, indirect, incidental, punitive, or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to such Entrants' or Winners' failure to comply herewith.   |
|                                 | Ozow's decision on any matter concerning the Competition and/or arising out of these rules is final and binding on all Entrants and Winners.  Ozow will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by any Entrant's participation in the   |

|   | Competition; the acceptance and/or use by any Winner of any Prize; or by any action taken by Ozow in accordance with these rules.  |
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| Limitation of liability                           | Without limitation, Ozow is not responsible for, and is in no way liable in relation to, any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems experienced by an Entrant when entering the Competition.   |
| Disclaimer  | Ozow is not responsible for any injury or damage suffered by an Entrant's, or any other Person's, computer, mobile telephone, or other device used by an Entrant to enter into, or obtain any materials related to, the Competition.  Ozow does not make any representations or give any warranties, whether expressly or implicitly, as to a Prize, and in particular, but without limitation, makes no representations and gives no warranty that –  • an Entrant's entry or participation in the Competition will necessarily result in such Entrant winning a Prize; or  • a Prize, or any aspect thereof, will meet an Entrant's or, if applicable, an Entrant's partner's, requirements, preferences, standards, or expectation. |
| Indemnification                                   | All Entrants, and in the event of an Entrant's death, an Entrant's family, dependants, heirs, assignees or any other beneficiaries of an Entrant's estate, indemnify and hold Ozow harmless against any claim by an Entrant (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which an Entrant may suffer, howsoever arising, in relation to such Entrant's entry into the Competition and/or acceptance and/or use by such Entrant of a Prize.  |
| Applicable law                                    | These rules will be construed, interpreted, and enforced in accordance with the laws of the Republic of South Africa.  |
| Consumer<br>Protection Act, 68<br>of 2008 ("CPA") | The Competition is regulated by the CPA, and it is not intended that any provision of these rules contravenes any provision of the CPA. Therefore all provisions of these rules must be treated as being qualified by the CPA, if necessary, to ensure that the provisions of the CPA are complied with.   |
| Dispute   | If any dispute arises in relation to the Competition and its rules, the decision of Ozow shall be final and no correspondence shall be entered into.   |
| Rules   | A copy of these rules is available at no cost to the Entrants and can be downloaded in printable form from <a href="https://www.ozow.com">www.ozow.com</a> .   |