



COMPETITION RULES

Capitec and Ozow: Festive Consumer Competition Rules

Read these terms and conditions carefully. These competition rules (“**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	<p>This Competition is sponsored and promoted by Ozow Proprietary Limited (reg. no. 2013/214663/07) (“Ozow”).</p> <p>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.</p> <p>“Control”, as used in the preceding sentence, 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.</p>
Competition Period	<p>23 November 2023</p> <p>The competition will end at 23h30 and the Winners announced shortly thereafter.</p> <p>Ozow may at its discretion amend the start and end times.</p>
Prize	<p>5 x R500 Takealot vouchers</p> <p>The Prize may not be deferred, changed or exchanged for any other item or for cash.</p>
How to enter ?	<p>For automatic entry into the competition:</p> <ul style="list-style-type: none">• Pay the smart way with Capitec Pay, via Ozow, at OneDayOnly, Flysafair, Mr Price or Courier Guy• One qualifying payment will count as one entry
Qualifying payments	<p>Capitec Pay payments online, via Ozow, at OneDayOnly, Flysafair, Mr Price or Courier Guy</p>
Competition terms and conditions	<p>By entering the competition, you agree to the following terms and conditions:</p> <ol style="list-style-type: none">1. The name of the campaign is “Festive Consumer Competition” and Capitec and Ozow are the promoters.2. The competition will run from 20 November to 15 December 2023 (11:59pm).3. The competition is open to natural persons:<ol style="list-style-type: none">3.1 Who are citizens and/or permanent residents of, and living in, the Republic of South Africa (“RSA”)3.2 Who are in possession of a valid RSA identity document, or a valid passport endorsed with “permanent resident” status3.3 Who are 18 (eighteen) years of age or older3.4 Who are not employees whether permanent or contracted to work for Capitec Bank, Ozow or our merchants.3.5 Family members of those directly involved in the competition execution or fulfilment, production, management or marketing of the competition are also not eligible to participate in or enter the competition4. Capitec and Ozow, its affiliates, employees, advertising agencies and suppliers will not be liable for the failure of any technical element relating to the competition that may result in any entry not being successfully submitted5. The winners will be randomly selected by a computer-programmed algorithm6. All valid entries collated will be entered into an automated random draw selection process weekly7. Winners will be contacted by Capitec’s Internal Marketing Team8. Prizes: Each Capitec client that is successfully entered into the competition and passes the Selection process stands a chance to win only one of five R2,000 cash prizes.

9. The type of Prize, and the value thereof, awarded to the Prize winner will be determined by Capitec, acting in its sole discretion. The Prizes are exclusively for the Prize winners and are not transferable, not exchangeable and cannot be exchanged for their cash value
10. Capitec reserves the right to substitute any prize with another prize of similar commercial value
12. Your entry and/or participation in the competition and/or your acceptance of the prize (in the event that you win a prize) constitutes your binding acceptance of the competition rules
13. Should any dispute arise in relation to the interpretation of these competition rules, Capitec and Ozow decision shall be final, and no correspondence shall be entered into
14. You may not win a prize if it is unlawful for us to supply such a prize to you. You must be eligible to win the prize
15. Any documents, permissions and/or any legal or regulatory requirements that may be required by these rules or any other applicable law in order to accept and use a prize, shall remain your responsibility to obtain and/or observe at your own cost, and which documents and permissions must remain valid in such minimum form required by these rules or any other applicable law
16. Capitec, Ozow, its affiliates, employees, advertising agencies and suppliers will not be responsible, and hereby disclaim all liability, for any loss, injury or death, 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 your participation in the competition or the acceptance and/or use by you, of any prize, or by any action taken by the promoter or any of its affiliates, employees, advertising agencies and suppliers in accordance with the competition rules
17. Subject to the winners' consent, Capitec and Ozow may publish their names as part of the administration of the competition
18. Capitec will attempt to contact the winner in order to notify them that they won. Should Capitec not be able to reach the winner, this will result in an automatic forfeiture of the prize and Capitec will exercise its right to select another winner
19. Personal information collected will:
 - a) Not be used for any other purpose either than the administration of this competition
 - b) Not be shared with any third parties without obtaining consent from the winners
 - c) Be processed in accordance with Capitec Privacy Policies
 - d) Participants in this competition understand and agree that in order to offer the competition, Capitec must collect and use personal information about the participants. This competition is conducted under the terms of the applicable privacy laws
20. If you fail to comply with any of the competition rules, then without prejudice to any other remedy which we may have, you will be automatically disqualified and you will forfeit the prize(s) (in the event that you have already won a prize)
21. Subject to the participants' right to expressly accept, decline and withdraw consent or participation, Capitec and Ozow may:
 - a) Publish images of the prize winners on its marketing material in any format, for a period not exceeding 12 (twelve) months from the date of winning.
22. If Capitec and Ozow are required by the Minister of Trade and Industry to alter any aspect of the competition or to terminate the competition as a result of changes in legislation, the promoter will have the right to terminate the competition with immediate effect and without notice of such termination. In such event, all participants hereby waive any right which they may have against Capitec and Ozow, its affiliates, employees, advertising agencies and suppliers.
23. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners
24. Participants in this competition understand and agree that in order to offer the competition, Capitec and Ozow must collect and use personal information about the participants. This competition is conducted under the terms of the applicable privacy laws and in line with the Privacy Policy these competition rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa

General	
Who cannot enter?	<ul style="list-style-type: none"> 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?	Entrants can only enter once and there will only be one winner per day during the Competition Period.
Who may not win a prize?	<p>Entrants who are at the time of the draw (defined below), already registered on Ozow's email database are not eligible to win a Prize.</p> <p>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.</p>
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 winners be chosen and when will they be notified?	<ul style="list-style-type: none"> The Winners will be determined at random by a computer-generated programme operated by Ozow in terms of which numerous Entrants will be drawn ("draw"). Such draws will take place on or about 23h30, or at Ozow's discretion after the Competition Period. The first appearing Entrants in the draw shall be the Winners of the Prize. Ozow will further select numerous additional Entrants in order to cater for any forfeiting of Prizes ("Backup Winners"). The determination of the draw made by Ozow will be final and no related correspondence will be entered into. Each Winner will be contacted by Ozow, shortly after the draw. The Winner shall be required to agree to the Prize and to allow Ozow to publish the Winner's name on its website and various social media platforms, including but not limited to Facebook and Instagram. Ozow will attempt to contact each Winner at least 2 times. If Ozow is 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 reserves 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, that person 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 in Ozow's discretion. The selection and/or announcement of a Winner (or Winners) by Ozow will be done after the end of the Competition Period, at Ozow's discretion.
How will the prize be claimed?	The logistics involved for the delivery of the Prize 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 www.ozow.com . 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	<p>The Entrant expressly consents and agrees that by entering the Competition:</p> <ol style="list-style-type: none"> 1. 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; 2. you may receive any form of advertising, including by way direct or indirect marketing, electronic marketing or tele-marketing in relation to Ozow, or the use of Ozow's services; and 3. Ozow may process and/or store any of your PI trans-border, specifically in the Amazon Web cloud hosting Services. <p>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.</p>
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.
Additional information	Ozow may require each Winner to provide Ozow with additional information and documentation in order to process, confirm and facilitate each Winners' 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	<p>If any Entrant fails to comply with any of these rules, then, without prejudice to any other remedy which Ozow may have,</p> <ul style="list-style-type: none"> • such Entrant will be automatically disqualified, and such Entrant will forfeit their Prize (in the event that such Entrant has already won a Prize); • 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 • 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. <p>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.</p> <p>Ozow will not be responsible, and disclaims 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.</p>
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	<p>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.</p> <p>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 –</p> <ul style="list-style-type: none"> • 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 Protection Act, 68 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 www.ozow.com .