

COMPETITION RULES

Intercape Competition Rules

“Use Ozow to pay for your Intercape Ticket and stand a chance to Win Cash Back”

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 Pty Ltd (reg. no. 2013/214663/07) (“Ozow”) and Intercape Ferreira Mainliner (reg. no.: 1994/005758/07) (collectively “the Promoters”) including any person which, directly or indirectly is Controlled, or Controls the Promoters and any directors, officers, employees, agents, and representatives of the Promoters.</p> <p>“<i>Control</i>”, 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:	18 March 2023 – 8 April 2023
Prize:	<p>Stand the chance to win:</p> <ul style="list-style-type: none"> the value of your Intercape Ticket back in cash, capped at a maximum amount of R10,000 OR you could win 1 of 10 R500 Intercape Vouchers towards your next trip on Intercape. No alternative to the prize will be offered. The prize is not transferable. Intercape Vouchers can only be used during off-peak times and will be subject to Intercape standard terms and conditions.
Who can enter:	Any natural person who is a resident of South Africa may enter this Competition.
Who cannot enter:	<ul style="list-style-type: none"> People under the age of 18 years. 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.
How to enter:	To enter, Entrants need to pay for Intercape Tickets with Ozow .
How many winners will be chosen:	<ul style="list-style-type: none"> 1 winner will be chosen to win back the cash equivalent of an Intercape Ticket purchased using Ozow, with a maximum cap of R10,000. 10 winners will be selected to win an Intercape Voucher to the value of R500.
General	
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 enter as many times as they like, but there will only be one winner per prize. Entrants are allowed to win once during the Competition Period (i.e. one winner per prize over the Competition Period).
Who may not win a prize?	An Entrant may not win a Prize if it is unlawful for the Promoters 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 the rules, then, without prejudice to any other remedy which the Promoters 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 Winner will be determined at random by a computer-generated programme operated by Ozow in terms of which: <ol style="list-style-type: none"> 1 winner will be chosen, at the end of the Competition Period to win back the cash equivalent of an Intercape Ticket purchased using Ozow, with a maximum cap of R10,000; and 10 winners will be selected to win a Intercape Voucher to the value of R500; <p>The draw will take place at the end of the Competition period, at Ozow's discretion. The first appearing Entrant/s in the draw for each of (i) and (ii) shall be the Winner/s of the Prizes for the Competition Period. Ozow will further select numerous additional Entrants in order to cater for any forfeiting of Prizes ("Backup Winners").</p> <ul style="list-style-type: none"> The determination of the draw made by Ozow will be final and no related correspondence will be entered into. The Winner will be contacted by Intercape, shortly after the draw. The Winner shall be required to agree to the Prize and to allow the Promoters to publish the Winner's name on their respective website and various social media platforms, including but not limited to Facebook and Instagram. Intercape will attempt to contact the Winner at least 2 times. If Intercape is unable to contact the Winner, or the Winner declines the Prize or to allow their name to be published by the Promoters, such Winner will forfeit his/her/their prize, and the Promoters 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, 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, the Promoters 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 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 the Winner will be made within one month of the notification of the Winner, by Intercape and/or Ozow, or such other time period that is communicated to the Winner.
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"> the Promoters 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 the Promoters, now or in the future, regarding the Promoters or the use of Ozow's services or that of Intercape. 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 contact by way of social media platforms; you may receive any form of advertising, including by way direct or indirect marketing, electronic marketing, or tele-marketing in relation to Ozow and Intercape, or the use of Ozow's services and that of Intercape; and the Promoters may process and/or store any of your PI trans-border, specifically, in the case of Ozow, in the Amazon Web cloud hosting Services.

	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 .
Participation in marketing	The Promoters may invite the Winner to be present when the Winner is announced, to participate in any marketing activities of the Promoters, 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 the Promoters, for which no fee, royalty or other compensation will be payable. The Winner may decline this.
Waiver	The Promoters 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 the Promoters deem necessary. In the event of such variation, postponement, suspension, or cancellation, the Promoters agree to waive any rights, interests, and expectations that any Entrant or Winner may have in terms of the Competition and acknowledge that no Entrant or Winner will have any recourse against the Promoters.
Additional information	The Promoters may require the Winner to provide them with additional information and documentation in order to process, confirm and facilitate the Winners' acceptance and delivery of the Prize. If the Winner refuses to provide the Promoters with the requested information or documentation, the 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 the Promoters 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>The Promoters decision on any matter concerning the Competition and/or arising out of these rules are final and binding on all Entrants and Winners.</p> <p>The Promoters 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 the Promoters in accordance with these rules.</p>
Limitation of liability	Without limitation, the Promoters are 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>The Promoters are 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>The Promoters do 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 the Promoters 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 .

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