

## Capitec and Pick n Pay Vouchers Competition Rules

### Prizes

Win 1 of 800 Pick n Pay vouchers valued at R500 each.

### Competition period

The competition will run from 3 April up to and including 30 April 2023 (11:59pm).

### How to enter

You will automatically be entered into the lucky draw if you complete the following step:

- Buy a Pick n Pay voucher or Pick n Pay Clothing voucher on Capitec's digital banking channels valued at R250 or more.

### Competition terms and conditions

These terms and conditions and campaign rules ("the Terms and Conditions") contain certain terms and conditions which appear in similar text style to this clause and which:

- may limit the risk or liability of the promoter or a third party; and/or
- may create risk or liability for the entrant; and/or
- may compel the entrant to indemnify the promoter or a third party; and/or
- serves as an acknowledgement, by the entrant, of a fact

The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.

Nothing in the terms and conditions is intended to, or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations, as the case may be, applicable to either the entrant or the promoter in terms of the Consumer Protection Act 68 of 2008 ("the CPA").

The entrants acknowledges that by using his or her entry to the campaign, he/she has been given an appropriate opportunity to first read these terms and conditions before use and that he/she understand and agree to the terms and conditions.

All entrants to this campaign participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the Organisers, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the campaign and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.

By entering the competition, you agree to the following terms and conditions:

1. The name of the competition is "Capitec and Pick n Pay Vouchers Competition" ("the Competition")
2. The organiser of the competition is Pick n Pay Retailers (Pty) Ltd, ("Pick n Pay"), registration number 1973/004739/07 and/or its agencies, in conjunction with Capitec Bank Limited, registration number 1980/003695/06 (hereinafter referred to as "the Organisers")
3. The competition is open to natural persons, who are 18 (eighteen) years or older and:
  - 3.1 Who are Capitec clients that have valid and active Capitec Bank accounts
  - 3.2 Who must remain a client of Capitec for the duration of the competition period
  - 3.3 Who are a South African citizen or legal resident within South Africa and currently residing in the Republic of South Africa ("RSA")
  - 3.4 Who's Capitec Bank account is in good standing ("competition participants")
4. Capitec, 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 submitted
5. The competition participant winners will be randomly selected on 8 May 2023 by a computer-programmed algorithm
6. The competition participant winners will receive their vouchers by SMS on 12 May 2023
7. Prizes are not transferable or negotiable
8. Vouchers are redeemable at all Pick n Pay outlets
9. Vouchers are valid for 3 (three) years from date of purchase
10. Vouchers are not redeemable for cash and any balance that remains after the voucher expires will be forfeited
11. Pick n Pay vouchers and Pick n Pay Clothing vouchers can be redeemed at all Pick n Pay outlets including Supermarkets, Hypermarkets, Locals, Clothing, Express, Liquor and Market stores
12. Vouchers cannot be redeemed online or at Pick n Pay ASAP!

13. Competition participants need to buy a Pick n Pay voucher of R250 or more to stand a chance to win a R500 Pick n Pay voucher
14. A competition participant is only eligible to win 1 (one ) prize for the duration of the competition
15. Capitec reserves the right to substitute any prize with another prize of similar commercial value
16. Competition participant entry and/or participation in the competition and/or your acceptance of the prize (in the event that you win a prize) constitutes the competition participant's binding acceptance of the terms and conditions
17. Should any dispute arise in relation to the interpretation of these terms and conditions, Capitec's decision shall be final, and no correspondence shall be entered into
18. Competition participants may not win a prize if it is unlawful for us to supply such a prize to you. Competition participants must be eligible to win the prize
19. 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
20. Capitec, 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
21. If competition participants fail to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have, competition participants will be automatically disqualified and competition participants will forfeit the prize(s) (in the event that you have already won a prize)
22. Subject to the competition participants' right to expressly accept, decline and withdraw consent or participation, competition participants hereby authorise Capitec to publishing 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 the competition prize
23. If Capitec is 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, its affiliates, employees, advertising agencies and suppliers
24. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners
25. Competition participants in this competition understand and agree that in order to offer the competition, Capitec must collect and use personal information about the competition participants. This competition is conducted under the terms of the applicable privacy laws and in line with Capitec's Privacy Policy
26. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa

### Limitation of Liability

To the extent permitted by the CPA and any other applicable law, competition participants and/or competition winner(s) hereby indemnifies the Organiser against any and all direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, as a result of the competition participants entrance to the competition, whether known or unknown, whether informed of the possibility thereof or not; and

**b. the Organiser excludes all warranties (express or implied), representations and liabilities regarding this competition (other than for death or personal injury caused by its negligence and/or fraud)**

### General

The Organiser reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age and place of residence) and to disqualify any participants who submit an entry that is not in accordance with these terms and conditions or who tampers with the entry process.

In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Competition will be disclosed or used by the Organiser for any purposes other than for entry into the Competition and as otherwise specified in these terms and conditions.

Competition participants acknowledge and accept that the Organiser shall utilize a third party to arrange delivery of the prize. In order to affect the delivery process, the Organiser's shall provide the competition participant's information to such third party, should you be drawn as a winner.

Details of competition participants will not be used by the Organiser for Pick n Pay related communication, unless the competition participants expressly opt-in to receive further communication from the Organiser, as is required by the POPI Act.

Information regarding the competition that is published on authorised advertising material will also form part of the terms and conditions of the competition.

If this competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, including but not limited to technical difficulties, unauthorised intervention or fraud, the Organiser reserves the right, in its sole and absolute discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the competition as appropriate, subject to the approval of relevant regulatory authorities (if required).

The Organiser reserves the right to withhold the prize until it is entirely satisfied that the claimant of the prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.

The Organiser accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of prize on route to winner by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, pandemic or epidemic fire, explosion, storm, flood, earth quake or other acts of God.

If part or all of any clause of these terms and conditions is illegal, invalid or unenforceable, it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect.

### Consumer Protection Act

To the extent that the terms and conditions or any goods or services provided under the terms and conditions are governed by the CPA, no provision of the terms and conditions are intended to contravene the applicable provisions of the CPA, and therefore all provisions of the terms and conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with. A copy of the rules can be found on Capitec's website at this link: <https://www.capitecbank.co.za/competitions-and-conditions/>