

# MTN WIN WIN Data Deals

## Competition Rules

1. The MTN and Blue Label 'WIN WIN Data Deals' Competition (the "Competition") will be conducted by MTN and Blue Label (referred to as the "Promoters" or "MTN and Blue Label") in conjunction with Capitec Bank, within South Africa from the **1<sup>st</sup> day of November 2017** until the **30<sup>th</sup> day of April 2018** (both days inclusive) (the "Competition Period").
2. The Competition is open to all South African residents (excluding the directors, members, partners, employees or agents of, or consultants to the Organisers including their affiliate companies or their immediate families, life partners, business partners or associates, the Organisers' advertising agencies and suppliers) who have purchased MTN Data Vouchers with a face value in excess of R35 (thirty five rand) via the Capitec Bank cellphone banking app and internet banking platform in South Africa during the Competition Period.
3. In addition, to be eligible to participate in the competition, qualifying participants must be at least 18 (eighteen) years of age, with a valid South African ID and a valid South African driver's licence.
4. By entering the Competition, you agree to be bound by these Terms and Conditions, which will be interpreted by the Promoters at its sole discretion. All decisions taken by the Promoters in the course of the Competition, or in respect of any dispute, shall be final and binding. Any breach of these Terms and Conditions may, at the Promoters' absolute discretion, result in forfeiture of any prize.

### How to enter:

5. Purchase an MTN Data Voucher with a face value in excess of R35 (thirty five rand) ("Voucher") from the Capitec Bank cellphone banking app and internet banking and load the said Voucher onto your RICA compliant MTN SIM card.
6. Upon purchase of the said Voucher you will then automatically be entered into the Competition draw. Upon completion of the purchase of the said Voucher, you will receive a confirmatory SMS confirming your automatic entry into the Competition Draw.
7. You may enter the competition more than once;
8. One winner will be drawn each month for a period of 6 (six) months, namely for the periods 1 November to 30 November 2017; 1 December 2017 to 31 December 2017; and 1 January 2018 to 31 January 2018; and 1 February 2018 to 28 February 2018; and 1 March 2018 to 31 March 2018; and 1 April 2018 to 30 April 2018.

### Prizes to be won:

9. One of 6 (six) VW Polo Vivo vehicles (the "Prize"): If you are a winner
  - 9.1. You will be contacted by the Promoters. All winners will be contacted either via social media, direct messaging, email or telephonically.

- 9.2. Winner selection will take place at the end of each of the six monthly periods mentioned in clause 8 above through the duration of the Competition.
- 9.3. You will be required to produce a valid South African ID as well as a valid South African driver's license as proof that you are the legal winner of the competition prize.
- 9.4. The Organisers shall attempt to contact the respective winners for a period of 2 (two) working days after their name has been drawn and verified as a winner.
- 9.5. Should a participant not be available during the timeframe stipulated above or rejects, forfeits or declines acceptance of the prize, that person's right to the prize will be deemed to have been waived and the prize will be forfeited. The Organisers reserve the right to then award the prize to the next random drawn person.
- 9.6. If you cannot provide proof, or meet all the competition conditions to the Organisers' satisfaction, you agree that you will not be entitled to the prize and the prize will once again be placed into a separate draw. You will have no claim against the Organisers if this happens.
- 9.7. Prizes are not refundable or transferred and cannot be exchanged for cash.
- 9.8. The colour of the Prize will be solely determined by the Organisers subject to availability.
- 9.9. The judges' decision is final. The Organisers confirm that they will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths conducts the competition and this will be reported on the Organisers' internal audit reporting procedures.
- 9.10. If you are a winner, the Organisers will ask your permission to utilise your name, photograph and/or campaign-related video content of you at no cost to you, for any advertising, promotional, print, point of sale or public relations material for a period of 12 (twelve) months from the end of the competition period.
10. The closing date of the Competition is 30 April 2018 and no late entries will be accepted after that date. The Organisers accept no responsibility for entries lost, misdirected, illegible, late or altered.
11. The Organisers will conduct a randomised draw at the end of each of the 6 (six) monthly periods mentioned in clause 8 above. The winner/s of the Competition will be drawn from all the entries received during the various periods of the Competition.
12. You understand that all information (including these rules) relating to the Competition published on any promotional or advertising material or on our website at any time before or during the competition period will form part of the terms and conditions of entry.
13. The Organisers also have the right to withdraw or modify the Competition before the End Date of the Competition Period. You will not have any claim against the Organisers in this event.
14. It is important that you understand that all you and all participants indemnify the Organisers, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from its participation in this competition.

15. The Organisers will not accept any liability or responsibility for any damage, loss, injury or disappointment suffered by any you as a result of entering the Competition or accepting any Prize, as the case maybe.
16. The Organisers will not be liable for any costs incurred by you in claiming a prize.
17. The Organisers may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion on notice to you and the amended version will be displayed in the same media as these terms and conditions. By participating or continuing to participate in the competition you agree and understand that you will be bound by the amended terms and conditions.
18. The Organisers are not liable for any technical failures affecting participation and/or prize redemption process of the Competition.
19. The Organisers assume no liability whatsoever for any entry that has been omitted from participation in the Competition for any reason whatsoever.
20. The Organisers have no control over the interception or loss of your personal information over the internet and assumes no liability for any such interception or loss.
21. Any and all costs and expenses associated with Prize acceptance and use not specified herein as being provided, are the winner's sole responsibility, including any and all federal, state and local taxes, insurance and incidental costs.
22. You agree that the Organisers and their subsidiaries, as well as their subsidiaries' advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever to the fullest extent permitted by law, and will be held harmless by winner(s) for any injuries, losses or costs or damage of any kind resulting in whole or in part, directly or indirectly from acceptance, possession, misuse or use of the Prize or parts thereof, or from participation in this Competition.
23. Organisers' entire liability and your sole and exclusive remedy will be limited to a distribution of the equivalent amount of Prize as set forth above. By participating in the Competition, you waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) month after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.
24. Any personal information relating to you that is collected by the Organisers during the Competition will not be shared with any third party without the participant's express written consent. By entering this Competition, you agree that the Organisers may make media announcements and/or publications of the winner(s). The Organisers may also communicate with you from time to time at the Organisers' discretion from which you can opt out at any time.
25. South African law applies to the operation of the Competition and the Johannesburg Magistrates Court shall have jurisdiction over any and all disputes or claims which may arise from your participation in this Competition.