

**STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”)**  
**TERMS AND CONDITIONS IN RESPECT OF THE MAKRO MOTHER’S DAY**  
**COMPETITION (“COMPETITION”)**

*Important clauses, which may limit our responsibility; place an obligation on you to indemnify us; involve an acknowledgment of any fact; or involve some risk for you, will be in bold and italics. You must pay special attention to these clauses.*

**1 DURATION**

The Competition starts at 00:00 on Monday, 1 May 2017 and ends at 23:59 on Wednesday, 31 May 2017 (“**Competition Period**”).

**2 ENTRANT REQUIREMENTS**

2.1 To qualify as an entrant into this Competition you must meet all of the following requirements:

2.1.1 permanently reside in the Republic of South Africa;

2.1.2 be 18 (eighteen) years of age or older;

2.1.3 be the primary cardholder of a Standard Bank gold and/or titanium credit Card (“**Card**”) whose account is in Good Standing; and

2.1.4 you are an existing member of Standard Bank’s UCount Rewards programme (“**UCount Rewards**”) whose account is in Good Standing (as defined in the UCount Rewards terms and conditions)

**3 HOW TO ENTER**

3.1 Make a purchase at any Makro store and/or Makro online store in South Africa using your Card during the Competition Period (“**Transaction**”).

3.2 For every Transaction you will receive one entry into the Competition.

3.3 There are no forms to fill in and once you meet the requirements set out in clause 2 above and this clause 3, you will automatically be entered into the Competition.

3.4 There are no minimum and/or maximum purchase spend values indicated for a Transaction and you may submit as many entries as you want in each week.

#### 4 PRIZES

1 entrant stands the chance to win a Makro gift card to the value of R5 000.00 (“Prize”).

#### 5 GENERAL

5.1 We are the promoter of the Competition. Any reference to **we/us/our** includes our directors, members, partners, sponsors, agents or consultants, where the context allows for it.

5.2 You are not eligible to participate in this Competition if:

5.2.1 you are a director, member, partner, employee, agent or consultant of ours;  
or

5.2.2 you are an immediate family member of any of the persons specified in clause 5.2.1; and/or

5.2.3 you are a member of the UCount Rewards business programme.

5.3 These terms and conditions are governed by the Consumer Protection Act 68 of 2008 and will apply to this Competition and all other information relating to this Competition (including any promotional or advertising material that is published).

5.4 By entering this Competition all entrants agree to be bound by:

5.4.1 these terms and conditions;

5.4.2 the Makro terms and conditions;

5.4.3 the Card terms and conditions; and

5.4.4 any supplier terms and conditions (if applicable).

5.5 ***We will need to process your personal information to validate your entry and if you are a Prize winner, to make the Prize available to you. By***

***entering this Competition, you consent to us processing your personal information for this purpose. If you do not consent to us processing your personal information, please do not enter this competition***

- 5.6 No entry will be considered to be valid until a validation process has taken place.
- 5.7 The Prize winner will be chosen by means of a lucky draw conducted by our internal auditors on 5 June 2017 at our premises, 30 Baker Street, Rosebank (“**Lucky Draw**”). The first valid entry drawn will win the Prize.
- 5.8 The Prize winner will be notified by a representative of ours by telephone between 8 June 2017 and 20 June 2017.
- 5.9 The Prize will be delivered via courier to the Prize winner no later than the 30<sup>th</sup> June 2017.
- 5.10 Where relevant, if a person does not accept the Prize within a period of 14 days, if an entry is not valid for whatever reason, if an entrant has breached these terms and conditions, if a person renounces the Prize or we deem such person to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.
- 5.11 In the event of a dispute, our decision will be final and binding on all aspects of the Competition and no correspondence will be entered into.
- 5.12 We will be entitled to publish the Prize winner’s name and photograph in any advertising, promotional, print, point of sale or public relations material (the nature and manner of such releases to be determined within our sole discretion), for a period of twelve months from the date of announcing such Prize winner. The Prize winner will be given the opportunity to decline the publication of his/her images and to participate in our marketing material insofar as it relates to the Competition.
- 5.13 The Prize may not be exchanged for any other item. We do however reserve the right to substitute the Prize with any other prize of a similar commercial value.

- 5.14 ***We assume no risk and/or liability whatsoever for the failure of any technical element in the Competition which may result in an entrant's entry not being successfully submitted and/or the Prize winner not successfully receiving or taking up the Prize. Once the Prize winner accepts the Prize, such Prize winner accepts such Prize at his/her own risk.***
- 5.15 ***We assume no liability whatsoever for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize awarded in the Competition or for any loss or damage, howsoever arising. All persons, whilst participating in this Competition, indemnify and hold us harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.***
- 5.16 ***If required by the Minister for Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to terminate this Competition with immediate effect and without notice of such termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.***