

**SPOT MONEY AND MASTERCARD – TAKEALOT VOUCHER COMPETITION:
TERMS & CONDITIONS**

The terms and conditions set out below (“**Terms**”) govern the participation in and implementation of related administrative matters pertaining to a Competition to be conducted by Mastercard Asia/Pacific Pte Ltd, a company with offices in Singapore care of Mastercard South Africa (Pty) Ltd, situated at 23 Melrose Boulevard, Melrose Arch, Johannesburg, 2076, South Africa (“**Mastercard**”) and Spot Money SA (PTY) Ltd (The Canvas 35 Brickfield Road, Salt River, Western Cape, 7925, South Africa company details) (referred to as “**the Promoters**”).

A. Competition and Competition Period

1. A competition is being run to promote both Mastercard and Spot Money (“**the Competition**”) on the terms and conditions set out below.
2. Mastercard and Spot Money, their agents or their nominees (which shall include their respective directors and employees) are collectively referred to as “**the Promoter/s**”.
3. The Competition will run from 8 June 2021 to 17 August (both dates inclusive) (“**the Competition Period**”).

B. Eligibility

1. Subject to these Terms, only Spot Money SA customers with a Spot account that is in an “Active” state (“**Relevant Card**”) may participate in the Competition.

C. How to Participate

1. In order to be participate in the Competition, a person (“**Participant**”) must top up their Spot account using any available top-up method, and make at least one (1) payment using a Mastercard feature (Masterpass, Physical Card tap-to-pay, Android mobile tap-to-pay, Virtual card payments for e-commerce).
2. A Participant will get one (1) entry for every payment made using a Mastercard feature.
3. Competition entries will be valid for each week of the competition. Entrants with valid entries each week will be included in the prize draw for that specific week.
4. A Participant who completes the Transactions (“**Eligible Person**”) during the Competition Period will, subject to the Terms, automatically be entered into a draw for one of the prizes on offer as set out below.
5. For the avoidance of doubt, all entries submitted before or after the Competition Period will not be

considered.

D. Winners and Prizes

1. The Promoters will select one hundred and fifty (150) weekly winner(s) (“**Winner(s)**”) by conducting automated algorithmic draws, whereby Winner(s) will be selected at random from the total pool of valid entries by Eligible Persons each week during the Competition Period. The automated algorithmic draws will be overseen by an independent auditor.
2. There are a total of one thousand and five hundred (1500) Takealot vouchers valued at R100 each. Eligible Persons will be eligible to win one of these prizes each week during the Competition Period (“**Prizes**”):
 3. Each voucher is redeemable at Takealot.
 4. Prizes will be drawn weekly during the Competition Period. A total of 150 Prizes will be awarded to Winners in each weekly draw during the Competition Period. Each weekly draw will take place on each Monday during the Competition Period or such other day as it may, at its sole discretion, nominate from time to time.
 5. The Promoters will contact the Winner(s) of the Competition via email using the email address registered to the Winner(s) Spot account.
 - 5.1 Once contacted by the Promoter the Winner will need to confirm their first name, surname, identity number and age, elect whether to accept the Prize and, if the Prize is accepted, notify the Promoter of the Winner’s preferred virtual voucher delivery method (either e-mail or SMS);
 - 5.2 Should a Winner accept the Prize, the Promoter will send a written confirmation of this to the Winner including the digital voucher either via email or SMS at the Winner’s election within 10 working days;
 - 5.3 The Winner must respond to the written confirmation with YES to confirm their acceptance of the Prize within 2 working days of receiving written confirmation from the Promoters. Should the Winner not respond within the 2 working day period commencing from the time written notification is received from the Promoters, the Winner will automatically forfeit their prize and will have no further claims against the Promoters or any one of them in relation to the Prize or otherwise,
6. The following **additional Terms** shall apply to the Prizes:
 - 6.1 All Prizes are given on an “as is” basis and are not transferable, nor exchangeable for credit or kind whether in part or in full;
 - 6.2 A Participant can only win one Prize each week during the Competition. Should a Participant win more than one Prize, the additional prizes will automatically be forfeited, and another Winner will be drawn using the method set out above.

- 6.3 All costs, fees and/or expenses incurred or to be incurred by Participants including Winner(s) in relation to entering the Competition, which shall include but not be limited to transaction costs, shall be for the Participant's and/or Winner(s)'s account;
- 6.4 The Winner(s) must abide by the Terms as well as all laws and regulations in place. The Winner(s) must also abide by the terms and conditions of the party(ies) arranging and/or providing the Prizes and the terms and conditions attached to the Prizes, if any. The Promoters will not be responsible or bear the cost of any other incidental costs relating to a Participant's participation in the Competition. Transactions and entries must be made within the Competition Period and entries will not be permitted after the end of the Competition Period. Any entries submitted after the end of the Competition Period will not qualify for the draw to win a Prize;
- 6.5 Supplementary Cardholders of a Relevant Card ("Supplementary Cardholder") are not entitled to win the Prizes. Prizes won by a Supplementary Cardholder, if any, will be given to the principal cardholder of the Relevant Card.

E. Indemnities

- 1. To the fullest extent permitted by law, there are no, and the Promoters expressly exclude(s) and disclaim(s) any, representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or suitability or fitness for a particular purpose in respect of the Prizes.**
- 2. The Eligible Persons, Participants and/or Winner(s) hereby acknowledge and agree that the Promoters exclude(s) all warranty and/or liability in connection with the Prizes and/or the Competition. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Competition, redemption and/or usage of the Prizes. The Promoters shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participants as a result of the participation in the Competition and/or the use of the Prizes.**
- 3. Any loss or damage in respect of the Prizes is not due to the fault and/or negligence of the Promoters. The Promoters shall not be liable for or obliged to recognize or replace lost or stolen Prizes where such loss or damage in respect of Prizes is not due to the fault and/or negligence of the Promoters;**
- 4. The Promoters shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes. Any dispute in relation to the warranty or quality of any Prizes or any terms and conditions in respect thereof shall be settled directly between the relevant Winner(s) and the relevant supplier. The Promoters will bear no**

responsibility for resolving any dispute and the Winner(s) must liaise directly with the relevant supplier and not the Promoters in this regard.

F. Miscellaneous

1. Eligible Persons, Participants and/or Winner(s) who participate in this Competition agree to be bound by these Terms and the decisions of the Promoters.
2. Participants consent to the Promoters (or any one of them) collecting their personal information and disclosing any personal information in such Promoter's possession to any other party for purposes of the Competition. Such particulars shall be limited to an Eligible Person's name, address, e-mail address, telephone numbers and a Winner's response in terms of clause 5 of D above ("disclosed personal information"). The use of such disclosed personal information shall be limited to solely for purposes of the Competition. The processing of such disclosed personal information will be in accordance with each of the Promoter's privacy policies and each of the Promoters undertake that they will comply with any existing laws and/or regulations which govern the protection of personal information.
3. The decision of the Promoters (or any one of them), on all matters relating to the Competition will be final and binding. The Promoters reserve the right, without prior notice and at any time, to terminate the Competition, in whole or in part, or modify, suspend, or extend the Competition in any way. Such a determination may be made within the sole discretion of the Promoters' (or any one of them).
4. The Promoters will not be liable for any default due to any war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of the Promoters.
5. The Promoters reserve the right as they deem fit to vary or change any of the Terms from time to time or cancel, terminate, withdraw, or suspend this Competition and/or replace this Competition with another similar Competition or program on prior notice. Participants will be notified of such variations, changes, cancellation, termination, withdrawal or suspension by a post on Mastercard's website (the **Website**) or in any other manner as the Promoters deem fit. In this respect, Participants signify his/her agreement to access the Website at regular intervals to view the Terms and to ensure that they are kept up to date with any variations or changes which the Promoters may effect to the Terms from time to time. For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by the Promoters of this Competition will not entitle Participants to any compensation against the Promoters (or any one of them) for any and all loss or damage that may be suffered or incurred by a Participant, as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension of the Competition.
6. Any term and condition contained in the Terms and/or which is applicable to this Competition which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of

such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.

7. These Terms are governed by and construed under the laws of South Africa.
8. This is the sole agreement between the parties and all the Terms are contained herein;
9. Should an Eligible Person who receives a Prize lose or damage the Prize, the Promoters and each one of them shall not be liable or obliged to recognize or replace lost or stolen Prizes save where such loss is not due to the fault of the Promoters (or any one of them).