

## SPOT MONEY 'SUPERSPOTSUNDAY' 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 Spot Money SA (PTY) Ltd (The Canvas 35 Brickfield Road, Salt River, Western Cape, 7925, South Africa company details) (referred to as "the Promoter").

### A. Competition and Competition Period

1. A challenge is being run by Spot Money ("the Challenge") on the terms and conditions set out below.
2. 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 challenge will run from 5 July 2021 to 10 September 2021 (both dates inclusive) ("the Challenge Period").

### B. Eligibility

1. Subject to these Terms, only persons who are Spot Money subscribers who have been specifically invited to the Challenge by Spot Money, may participate in the Challenge.

### C. How to Participate

1. In order to participate in the Challenge, a person ("Participant") must successfully complete the following transactions on the Spot app on each day of the Challenge:
  - 1.1. Monday: Top up your Primary Account with a minimum of R50 using OZOW instant EFT, a linked bank card or a normal EFT.
  - 1.2 Tuesday: Use Spot Earn to refer at least 5 friends to Spot.
  - 1.3 Wednesday: Buy airtime or data.
  - 1.4 Thursday: Pay for something by scanning a Zapper, wiCode, SnapScan or, MasterPass or wiCode QR code
  - 1.5 Friday: Order a Spot card.
2. Each transaction must be completed by 12am on each day of the Challenge. If a Participant fails to complete the transaction by the deadline they will be disqualified from the Challenge and may no longer participate.
3. For the avoidance of doubt, all transactions completed before or after the Challenge Period will not be considered.

### D. Winners and Prizes

1. The Participant will pre-select one of the following items as their prize prior to the start of the Challenge:

1.1 Rich Mnisi eWallet.99 Bag:

<https://shop.richmnisi.com/collections/bags/products/ewallet-99>

1.2 Freedom of Movement Laptop Sleeve: <https://freedomofmovement.co.za/product-category/accessories/laptop-sleeves/>

1.3 Sealand Gear Canvas Slim Laptop Bag: <https://sealandgear.co.za/collections/slim>

2. The selected prize may differ in colour from what is displayed on the manufacturers' websites.
3. The Participant will confirm a delivery address for prize delivery prior to the start of the Challenge.
3. The pre-selected prize will be delivered to the Participant upon successful completion of the last transaction of the Challenge, between 24 August 2021 and 10 September 2021.
5. The Promoters will contact the Participant via email using the email address registered to the Participant's Spot account.
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 All costs, fees and/or expenses incurred or to be incurred by the Participant in relation to entering the Challenge, shall be for the Participant's account.
  - 6.4 The Participant must abide by the Terms as well as all laws and regulations in place. The Participant 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 Promoter will not be responsible or bear the cost of any other incidental costs relating to a Participant's participation in the Challenge.

## **E. Indemnities**

1. To the fullest extent permitted by law, there are no, and the Promoter 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 and/or Participants hereby acknowledge and agree that the Promoter exclude(s) all warranty and/or liability in connection with the Prizes and/or the Challenge. 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 Challenge, redemption and/or usage of the Prizes. The Promoter 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 Challenge 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 Promoter. 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 Promoter shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes.

## **F. Miscellaneous**

1. Eligible Persons and/or Participants who participate in this Challenge agree to be bound by these Terms and the decisions of the Promoter.
2. Participants consent to the Promoter collecting their personal information and disclosing any personal information in such Promoter's possession to any other party for purposes of the Challenge. Such particulars shall be limited to an Eligible Person's name, address, e-mail address and telephone numbers ("disclosed personal information"). The use of such disclosed personal information shall be limited to solely for purposes of the Challenge. The processing of such disclosed personal information will be in accordance with the Promoter's privacy policy and the Promoter undertakes that they will comply with any existing laws and/or regulations which govern the protection of personal information.
3. The decision of the Promoter, on all matters relating to the Challenge will be final and binding. The Promoter reserve the right, without prior notice and at any time, to terminate the Challenge, in whole or in part, or modify, suspend, or extend the Challenge in any way. Such a determination may be made within the sole discretion of the Promoter.
4. The Promoter 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 Promoter.
5. The Promoter reserves 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 Challenge n and/or replace this Challenge with another similar Challenge or program on prior notice. Participants will be notified of such variations, changes, cancellation, termination, withdrawal or suspension by a post on Spot Money's website (the Website) or in any other manner as the Promoter deems 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 Promoter may affect to the Terms from time to time. For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by the Promoter of this Challenge will not entitle Participants to any compensation against the Promoter 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 Challenge.
6. Any term and condition contained in the Terms and/or which is applicable to this Challenge which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of Page 3 of 3 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.