

SPOT MONEY AND MASTERCARD FOOD FORWARD SA PROMOTION: TERMS & CONDITIONS

The terms and conditions set out below (“**Terms**”) govern the participation in and implementation of related administrative matters pertaining to a Promotion to be conducted by Mastercard Asia/Pacific Pty 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. Promotion and Promotion Period

1. A promotion is being run to promote both Mastercard and Spot Money (“**the Promotion**”) 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 Promotion will run from 23 August to 7 October 2021 (both dates inclusive) (“**the Promotion Period**”).

B. Eligibility

1. Subject to these Terms, only South African citizens, or residents with a South African I.D who are 18 years or older may participate in the Promotion.

C. How to Participate

1. In order to be participate in the Promotion, a person (“**Participant**”) must download the Spot Money app, sign-up and successfully verify their Spot Money account and/or perform a Mastercard transaction through the Spot Money app and/or Spot Money physical and/or virtual prepaid debit card (Masterpass, Physical Card Tap-to-Pay, Android mobile Tap-to-Pay, Virtual Card Payments).
2. For every one Spot Money account sign up by a Participant Mastercard will donate an amount that equates to three meals, to FoodForward SA, and for every one transaction Mastercard will donate an amount that equates to one meal, to FoodForward SA.
3. For the avoidance of doubt, all sign-ups and transactions submitted before or after the Promotion Period will not be considered.

E. Indemnities

1. **The Eligible Persons and/or Participants hereby acknowledge and agree that the Promoters exclude(s) all warranty and/or liability in connection with the Promotion. 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 Promotion. 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 Promotion.**

2. Any loss or damage in respect of the Promotion is not due to the fault and/or negligence of the Promoters.

F. Miscellaneous

1. Eligible Persons and/or Participants who participate in this Promotion 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 Promotion. 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 Promotion. 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 Promotion will be final and binding. The Promoters reserve the right, without prior notice and at any time, to terminate the Promotion, in whole or in part, or modify, suspend, or extend the Promotion 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 Promotion and/or replace this Promotion with another similar Promotion 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 Promotion 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 Promotion.

6. Any term and condition contained in the Terms and/or which is applicable to this Promotion 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.