

SPOT MONEY #PAYBACKFRIDAY 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 competition is being run by Spot Money (“the Competition”) 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 Competition will run from 22 – 26 November 2021 (both dates inclusive) (“the Competition Period”).

B. Eligibility

1. Subject to these Terms, only persons who are Spot Money subscribers who are 18 years or older, may participate in the Competition.

C. How to Participate

1. In order to participate in the Competition, a person (“Participant”) must complete a successful account top-up in the Spot app as well as a successful purchase / payment using the Spot app. A payment can be made in any of the following ways: scanning any QR code to pay (SnapScan, Zapper, Masterpass, YoYo), tapping an Android device to pay, paying with Spot’s virtual cards, or using a Spot physical card to pay. There is no minimum top-up or payment amount required.
2. Each top-up together with a payment constitutes a single unique entry.
3. Additional entries: Every time a Participant makes a payment after that, counts as an additional entry. A Participant can enter as many times as they like.
4. Competition entries will be valid for the Competition Period. Entrants with valid entries will be included in the draw. One winner will be announced at the end of the Competition Period.
5. A Participant who completes the entry requirements (“Eligible Person”) during the Competition Period will, subject to the Terms, automatically be entered into a draw for the prize on offer as set out below.
6. For the avoidance of doubt, all entries submitted before or after the Competition Period will not be considered.

D. Winner and Prize

1. The Promoters will select 1 winner at the end of the competition period (“Winner(s”).
2. The Promoters will select a Winner by conducting an automated algorithmic draw, whereby the Winner will be selected at random from the total pool of valid entries by Eligible Persons during the Competition Period. The automated algorithmic draws will be overseen by an independent auditor.

3. The prize is the total value of the payments made that qualified as the winning entry, limited to the maximum amount of R10,000. The prize will be deposited directly into the Winner's primary Spot account. Eligible Persons will be eligible to win the prize during the Competition Period ("Prize").
4. The Winner will be drawn 29 November 2021. They will be notified that they have won within 3 days of the draw.
5. The Promoters will contact the Winner of the Competition via email using the email address registered to the Winners' 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 Participants including Winner(s) in relation to entering the Competition, 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 Promoter will not be responsible or bear the cost of any other incidental costs relating to a Participant's participation in the Competition. 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.

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, Participants and/or Winner(s) hereby acknowledge and agree that the Promoter 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 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 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 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, Participants and/or Winner(s) who participate in this Competition 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 Competition. 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 Competition. 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 Competition will be final and binding. The Promoter 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 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 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 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 Competition 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 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 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.