

STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”)
THE STANDARD BANK GOLD CREDIT CARD “GOLD TO THE POWER OF NEXT”
PROMOTIONAL COMPETITION (“COMPETITION”) TERMS AND CONDITIONS (TERMS)

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

1. DURATION

The Competition starts at 00:00 on Monday, 27 November 2017 and ends at 23:59 on Friday, 8 December 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 be 18 (eighteen) years of age or older;

2.1.2 be a South African citizen who holds a valid South African identity document; and

2.1.3 permanently reside in the Republic of South Africa.

3. HOW TO ENTER

3.1 Listen to the radio broadcast on Metro FM radio station (**Radio Station**) every day during the Competition Period between 15:00 and 18:00.

3.2 You must SMS the following details to the relevant number provided by the radio host on the Radio Station:

3.2.1 your Name and Surname; and

3.2.2 your South African ID number. You will receive an SMS from the Radio Station with a number to which you must submit the Voice Note as indicated below. The SMS will cost you R1.50. Free and bundled SMS's do not apply.

- 3.3 During the broadcast, the Radio Station host will ask listeners to submit recorded voice notes via Whatsapp (“Voice Note”) to the number provided in the SMS they received from the Radio Station, explaining how they would “Power of Next” anything in their life scenario, items or belongings with a Standard Bank Gold Credit Card.
- 3.4 You will receive one entry into the Competition for every Voice Note you submit to the number provided in the SMS you received from the Radio Station and such entries will be sent to RadioHeads (**Agency**), who will enter all correctly received entries into a database. You will receive an sms from us confirming that your entry into the Competition has been received. Data charges will apply for each Voice Note you submit.
- 3.5 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.
- 3.6 You may enter this Competition as many times as you want, however you will not be eligible to win more than one Prize.
- 3.7 A panel consisting of representatives from the Agency will select 6 (six) entries based on creativity and the relevance of the Voice Note in relation to the Standard Bank Gold Credit Card. The panel will send the shortlist to us for approval and the panel will select 3 (three) finalists which will be played on the Radio Station. The panel’s selection will be in their sole discretion and final.
- 3.8 The Radio Station host will play the final 3 (three) Voice Notes on air and the on-air team of the Radio Station at the time the Voice Notes are played will select the winner. The selection process will be overseen by our internal audit department.

4. **PRIZES**

- 4.1 Each day during the Competition Period 1 (one) entrant stand the chance to win R5000.00 (five thousand Rand) (**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 The Prize winner will be announced on air on the day of choosing the winner and will be notified by a representative of the Agency via telephone within 24 (twenty four) hours of selecting the winner.

- 5.3 The Prize will be deposited into a Standard Bank account if the Prize winner holds and account with us, alternatively a bank account nominated by the Prize winner, within 6 (six) weeks of notifying them that they have won a Prize.
- 5.4 These Terms are governed by the Consumer Protection Act 68 of 2008 and will apply to this Competition and all other information relating to it.
- 5.5 You are not eligible to participate in this Competition if:
- 5.5.1 you are a director, member, partner, employee, agent or consultant of ours;
- 5.5.2 you are an immediate family member of any of the persons specified in clause 5.3.1; or
- 5.5.3 you are the sponsor of the Competition.
- 5.6 By entering this Competition, all entrants agree to be bound by these Terms.
- 5.7 The Prize winner, in addition to complying with these Terms and any other terms and conditions which may be prescribed by Standard Bank from time to time, must comply with the terms and conditions of the organisers, suppliers, Agency and third parties involved in the Competition (if applicable).
- 5.8 All information relating to the Competition and published on our website or any promotional or advertising material form part of these Terms.
- 5.9 ***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.***
- 5.10 No entry will be considered to be valid until a validation process has taken place.
- 5.11 If the Agency is unable to contact a Prize winner within 1 (one) week of choosing the winner we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.
- 5.12 Where relevant, if a person does not accept the Prize within the term specified, if an entry is not valid for whatever reason, if an entrant has breached these Terms, 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.

- 5.13 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.
- 5.14 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.
- 5.15 We will be entitled to announce the Prize winners on the Radio Station and our Facebook and Twitter pages and/or we will be entitled to publish the Prize winners' 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 12 (twelve) months from the date of announcing such Prize winner. The Prize winners will be given the opportunity to decline the publication of their image and to participate in our marketing material insofar as it relates to the Competition.
- 5.16 We reserve the right to amend these Terms and reduce or extend at any time any dates of this Competition.
- 5.17 We assume no liability for any services and/or advice, whether correct or incorrect, which you receive and/or pursue over and above the Competition.
- 5.18 ***By accepting a Prize, you agree that we may hold you responsible for any losses or damages of any nature which we or any third party may incur in connection with your acceptance of a Prize.***
- 5.19 ***We reserve the right to terminate this Competition with immediate effect and without notice of such termination to you. In such event, you waive any rights, which you may have against us and you acknowledge that you will have no recourse or claim of any nature whatsoever against us.***
- 5.20 ***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 winners accept the Prize, such Prize winners accept such Prize at his/her own risk.***
- 5.21 ***We assume no liability whatsoever (whether direct or indirect) for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize being 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.

5.22 *If required by the Minister for Trade and Industry, the National Consumer Commission or for whatever other reason, the Promoter shall 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 the Promoter and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against the Promoter, its directors, members, partners, employees, sponsors, agents or consultants.*