

PROMOTION TERMS & CONDITIONS (“Rules”)

1. PARTICIPANTS

The Promotion is open to all residents of the Republic of South Africa, who are 18 years or older.

The following are not eligible to participate: (i) a director, member, partner, employee or agent of, or consultant to Nedbank Limited (“the Promoter”), or any other person who directly or indirectly controls or is controlled by the Promoter, or (ii) a supplier of good or services in connection with the Promotion.

2. DURATION

Participation in the Promotion is scheduled to take place from 5 November 2018 to 7 November 2018. These dates are subject to change and may be reduced or extended by the Promoter and the deadline for prize claims may consequentially be changed.

3. HOW TO ENTER

To participate and stand a chance to win a R1000 cash prize and experience one of three (3) bucket list experiences with DJ Fresh on Thursday 8 November 2018, to the value of R30 000 (thirty thousand rand). Participants are required to send a SMS with one of the three (3) key words to the competition SMS number.

SMS Competition Number: 34705

Key Word 1: “RACE”

Key Word 2: “RIDE”

Key Word 3: “JUMP”

- a) The SMS key word that receives the most votes, will be selected as the bucket list experience that DJ Fresh will participate in on Thursday 8 November 2018.
- b) An audited picker will randomly select one SMS number, from the qualifying entries, to participate in the experience with DJ Fresh on Thursday 8 November 2018.

If you are selected as the winner of the Nedbank Bucket List Experience, you will be required to be available to participate in the Bucket List Experience on Thursday 8 November, from 09:00am to 17:00pm. In addition, if you accept the prize, you will need to sign an agreement with Nedbank Limited. In the agreement you will need to confirm that you accept the R1000 (one thousand rand) cash prize. If you are selected as a winner, and a confirmed Nedbank client, then the value of the cash prize is amended to R5000 (five thousand rand).

4. Selection of Prize Winners

The draw for the (1) one winner of the competition will take place at RadioHeads Office, Oxford Office Park, No. 5 8th Street, Houghton, on Wednesday 7 November at 07:00am

RadioHeads will contact the potential winner via direct telephone on Wednesday 7 November, directly after the draw, to obtain information that will enable to Promoter to verify whether the potential winner is able to accept the prize.

Should a potential winner found to be ineligible or unable to accept the prize, a new potential winner will be randomly selected on Wednesday 7 November.

In the event of a dispute, the judge's decision shall be final and binding on all aspects of the competition and no correspondence will be entered.

5. PRIZE DESCRIPTIONS AND CONDITIONS

The 1 (one) selected individual will receive a once off cash prize of R10 00 (One Thousand Rand Only).

If the 1 (one) selected individual is a Nedbank Limited customer, they will receive a once off cash prize to the value of R5000 (Five Thousand Rand Only)

The 1 (one) selected individual will participate in the Nedbank Bucket List Experience with DJ Fresh on Thursday 8 November from 09:00am – 17:00pm

The stated cash prize is non-negotiable and non-transferable. In the event of a dispute the decision of the Promoter is final and binding.

The cash prize must be claimed by the winner in person. The Promoter cannot accept prize collection by a third party. The cash prize will be paid to the winner within 14 (fourteen) working days.

If any of the cash prizes are not claimed by the due date or selected winners cannot be contacted after reasonable efforts, the prize will be forfeited.

All advertisements depicting the cash prize and descriptions are illustrative rather than definitive.

6. EXCLUSION OF LIABILITY

The Promoter is not liable for any accident, injury, harm, death, damages, costs and/or loss sustained by a winner, and/or any person who participates in the Prize with the winner, at any point during the fulfilment of the Prize.

The winner and/or any other person who participates in the Prize will each be required to sign and indemnify before departure for the bucket list experience that indemnifies the Promoter from any loss suffered by a winner and/or any person who participate in the Prize, howsoever arising.

7. ADDITIONAL TERMS

To the fullest extent permitted by applicable law (but not otherwise) the Promoter, its agents for administering the game and the sponsors assume no responsibility and are not liable for:- (i) the accuracy or otherwise of the prize description or illustration, (ii) the non-availability, loss, interception or interference with, late receipt or damage of or to any prize claim, discount voucher prize(s), voucher(s), prize, cash or notification or other communication, (iii) any representation, warranty, condition or guarantee in respect of prize, or (iv) any taxes, fees, charges or other costs which winners may be required to pay at any time in connection with cash or prize, (save to the extent that the Promoter has expressly and specifically accepted responsibility in these Rules for the same) (v) all costs, injuries, losses or damages of any kind, due in whole or in part, directly or indirectly, to a person's participation in the Promotion, or arising out of a

person's participation in any Promotion related activity, or their receipt, use or misuse of any incentive that may be awarded to them.

All cash prizes remain the property of the suppliers, pending redemption by selected individuals and the Promoter is not responsible for the supply of, and does not own, any incentives provided by other suppliers nor acts as their agent in relation to the delivery to selected individuals of the cash prize other than those supplied directly by the Promoter.

For any cash prize which must be claimed by the selected individuals' parent/legal guardian, the Promoter will not be obliged to award it to anyone other than that parent/legal guardian, if the selected individual is under 18 years of age. The Promoter may also withhold that award should the Promoter determine in its sole discretion that a dispute may have arisen as between the selected individual and the parent/legal guardian in relation to the cash incentive.

The Promoter is not liable or responsible to verify the identity of the parent or legal guardian.

The submission of cash prize claims is the sole responsibility of the claimant. Any tax liability or life, health, travel, accident or other insurance associated with any cash incentive is payable by the selected individual and is their sole responsibility.

The Promoter reserves the right and at any time at its absolute discretion and without giving any reason or notice, to vary, modify or amend the terms of these Rules in such manner as the Promoter thinks fit. The Promoter may (i) extend any time limit or waive any of the Rules where a person might otherwise have been disqualified (without obliging the Promoter to relax the Rules on any further occasion for that entrant or at all for any other person) (ii) terminate or suspend the Promotion at any time due to supervening circumstances beyond the Promoter's control (iii) substitute a product deemed to be an appropriate replacement and of equal or greater value in the place of any of the prize (or any part of a prize). The Promoter's decision in the exercise or interpretation of any of its rights or discretions in connection with these Rules shall be final and binding.

The Promoter also reserves 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, or deem an entry void and invalid if it determines, in its sole discretion, that the entry reflects printing or other errors or falsification or other action which has undermined the integrity and / or feasibility of the Promotion.

In administering this Promotion, the Promoter may collect personal information from you and, unless it has first obtained your consent, the Promoter (i) will not collect more of your personal information than it needs for the purpose of administering and analysing this Promotion and carrying out publicity as stated in these Rules, (ii) will only use your personal information for that purpose which may include transferring your personal information to its associates, and (iii) will not transfer your personal information outside South Africa unless it is permitted to do so under South Africa law. Selected partners of the Promoter (depending upon the nature of the prize and whether in addition to or in place of your providing personal data to the Promoter) may require you to provide to those partners personal data in connection with claiming/redeeming the prize and you should satisfy yourself with the privacy policies of such partners, as the Promoter does not accept any responsibility for them.

Subject to obtaining your prior approval, you agree that the Promoter and its successors, assigns may use your name, voice, and likeness and any statements made by or attributed to you relating to the Promotion in any and all media, now known or hereafter devised, in perpetuity and through-out the universe for advertising, marketing, publicity and promotional purposes in connection with the Promotion without compensation, which potentially may include participation in a photo shoot determined

at the sponsors discretion, and you release the Promoter and the prize Sponsors from any liability arising from such use, including, without limitation, claims for invasion of privacy, infringement of your right of publicity and defamation.

All instructions, rules and conditions on any advertising or promotional materials (including notifications, acceptance forms, redemption forms and declaration envelopes / forms) relating to this Promotion form part of the Rules although, in the event of conflict, these provisions shall prevail over all such other instructions, rules and conditions.

No claim under or participation in this Promotion is valid in combination with any other offer or promotion, save to the extent expressly stated herein.

A copy of these Rules may be obtained by printing them from www.radioheads.co.za

By participating in the Promotion, participants agree to abide by and be bound by these Rules and the decisions made by the Promoter and its cash prize sponsors for the Promotion.

The decision of the Promoter and the prize sponsors in the interpretation of these Rules, or the exercise of any rights or discretions in connection with these Rules, shall be final and binding and the participants and/or their parents/legal guardians undertake jointly and severally not to call any of these Rules into question in any court.

By participating in the Promotion and/or redeeming any prize, participants and/or their parents/legal guardians release and agree to hold, subject to the maximum extent permitted under law, the Promoter, its agents for administering the Promotion and the prize sponsors harmless from and against any and all costs, injuries, losses or damages of any kind, due in whole or in part, directly or indirectly, to their participation in the Promotion, or arising out of their participation in any Promotion-related activity, or their receipt, use or misuse of any prize that may be awarded to them.

These Rules shall be governed by, and construed in accordance with, the laws of South Africa. The rights conferred by these Rules (insofar as they are relevant) are for the benefit of the prize sponsors and the Promoter, and its agents for administering the Promotion. Each of the aforesaid entities shall have the right to assert and enforce those provisions relevant to itself directly against the participants of the Promotion and/or their parents/legal guardians on its own behalf.

Any prize claim will be void if it is deemed by the Promoter, or by any other supplier involved with prize redemption, to have expired or to be torn, defaced, damaged, counterfeit, a photocopy, incomplete or illegible or if it has been offered for sale or a claim made in respect of it by an ineligible person.

By entering this competition, Participants agree to be bound by these competition rules.

Nothing in these Rules shall affect your statutory rights. The Promoter may (in its sole discretion) decline to enter into any correspondence save as otherwise stated in these Rules.