

#### CREDIT | LOANS | INSURANCE

### STANDARD COMPETITION TERMS AND CONDITIONS

- This XXXXXX Competition (the "Competition") is organised by RCS Cards (Pty) Ltd ("RCS") (Registration No. 2000/017891/07), a registered credit and authorised financial service provider (NCRCP38; FSP44481) (the "Promoter").
- 2. All persons entering this Competition agree to be bound by the terms and conditions as set out herein.

## **Competition Period and Draw Date**

- 3. The Competition shall commence on XXXX 202X and entries will close at 23:59 on XXXX 202X (the "Competition Period").
- 4. The Promoter shall randomly draw the winning Participant on or by XXXXX 202X ("Competition Draw Date").

# How to enter ("Qualifying Criteria"):

- 5. To qualify for a valid entry into the Competition and automatically be entered into the Competition, a customer must (hereon referred to as a "Participant(s)"):
  - 5.1. be a natural person and not a juristic person;
  - 5.2. be a RCS account holder in good credit standing;
  - 5.3. be in possession of a valid South African identity document;
  - 5.4. be over the age of 18 (eighteen) years;
  - 5.5. spend R500.00 (five hundred rand) or more in-store or online in a single transaction at any [insert store] within the Competition Period ("Qualifying Transaction"); and
  - 5.6. conclude a Qualifying Transaction during the Competition Period, which transaction must not be declined, cancelled, or refunded during the Competition Period or before the winning Participant has been selected.

### **Prize and Prize Delivery:**

- 6. A Participant stands a chance to win XXXXXX (the "**Prize**"). There will be 1 (one) winner.
- 7. The winning Participant/s will be notified telephonically within 1 (one) week following the Competition Draw Date.
- 8. The Promoter shall attempt to contact the winning Participant no less than 3 (three) times. If, however, the Promoter is unable to reach the winning Participant, the Prize will be forfeited and another winning Participant will be selected in accordance with these terms and conditions.



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- 9. It is the customer's responsibility to ensure the contact details that the Promoter has in its database are complete, accurate and up-to-date. The Participant may contact the Promoter in order to have their personal information verified or amended on the Promoter's database.
- 10. The Prize is not transferable, non-refundable and non-exchangeable and cannot be redeemed for cash.
- 11. If applicable, the Prize will only be transferred to the winning Participant on the receipt of a copy of the winning Participant's valid South African identity document certified within 3 (three) months and a written bank confirmation letter not older than 3 (three) months.

### **Data Protection**

- 12. Customers hereby consent to the Promoter using and processing their personal information in accordance with the Protection of Personal Information Act, No. 4 of 2013 ("**POPIA**") in order to process their entry as stated herein, as well as for any marketing and future promotions and/or competitions, if opted in.
- 13. Any personal information relating to the winner or a Participant will be used solely in accordance with the Consumer Protection Act 68 of 2008 ("CPA") and POPIA and will not be disclosed to a third party in contravention of POPIA.
- 14. By participating in the Competition, Participants consent to the sharing of their personal information between the Promoters and their affiliates, including holding and subsidiary companies.
- 15. By posting any content, images, or comments on any of the Promoters' public and/or social media platform or by sending any such content to the Promoters, a Participant consents to and gives the Promoter/s a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoters' products and/or services.

### **General Provisions**

- 16. By entering the Competition, the Participant acknowledges that he/she is entering a promotional competition as defined in the CPA and the promotional competition will be conducted in accordance with the CPA. The winner of the Competition undertakes to do all things necessary to enable the Promoter's to comply with its obligations under the CPA including, but not limited to, providing any personal information as may be required in order to facilitate the handing over of the Prize (including providing proof of address and identity number).
- 17. The Promoter(s) reserves the right, in their sole discretion, to cancel, extend or suspend the Competition at any time. If so, and to the extent permitted by law, all participants agree to waive any rights that they may have in terms of the Competition and acknowledge that they have no recourse in such event against the Promoter, their associated companies, employees, agents, partners, suppliers, sponsors and/or copromoters.



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- 18. A Participant shall be disqualified from the Competition in the event that any of his/her accounts with either Promoter are in arrears at the time of the draw. A new winner will then be drawn.
- 19. In the event of a dispute, the decision of the Promoter is final and binding, and no further correspondence will be exchanged.
- 20. By participating in the Competition, the Participants agree to indemnify the Promoter(s) release and hold the Promoter(s) harmless against any and all losses, damages, rights, claims and actions of any kind in connection with the Competition or resulting from acceptance and participation in the Competition. This shall include, but is not limited to, any personal injuries, death, damage to property and claims based on defamation or invasion of privacy.
- 21. Individuals ineligible to participate in the Competition: The Promoter's employees, partners, directors, members, agents and consultants of Promoter as well as their spouses, life partners, children, siblings, business partners and associates will not be eligible to participate in this Competition.
- 22. Disclaimer: The Promoter, its associated companies, agents and service providers involved in the Competition assume no liability whatsoever for any direct or indirect loss, damage, death, personal injuries, defamation and/or any other claims arising in connection with this Competition.
- 23. The Promoter(s) will not be responsible for lost, delayed and/or misdirected electronic messages, internet or computer malfunctions, errors in transmission or any condition beyond control of the Promoter(s) which may cause the entry into the competition to be disrupted or corrupted.
- 24. These competition rules are available on the Promoter's website, and any related queries may be directed to the Promoter via the relevant customer service channels:

24.1.1. Email: <a href="mailto:rcscards@rcsgroup.co.za">rcscards@rcsgroup.co.za</a>

24.1.2. Phone: 0861 729 727