

Livin' It Up Terms of Use and Privacy Policy

1. Introduction

- 1.1 The Livin' It Up mobile game ("the Game") is brought to you by Capitec Bank Limited ("Capitec") and forms part of Capitec's financial health initiative. The Game is available for download and play by both existing Capitec clients and non-clients. There is no obligation on anyone who downloads and plays the game to open a Capitec account or purchase any other products or services from Capitec
- 1.2 The purpose of the Game is to promote financial education and offer players a fun way to learn and practise financial skills in a safe environment
- 1.3 These terms will apply to all your activities associated with downloading and playing the Game and by signing up to play, you are acknowledging that you have read, understood and accepted these Terms of Use and Privacy Policy

2. Disclaimer

- 2.1 The information, ideas and opinions expressed on the Game are of a general nature and should not be regarded as financial or other advice. The Game is aimed at educational and life skills development. Prior to taking any real-life financial actions or decisions based on, or in relation to, information, ideas and opinions expressed in this Game you should consider getting professional advice appropriate to your planned action
- 2.2 Playing the Game does not in any way guarantee an improvement in your financial position and Capitec cannot be held responsible for any loss or damage due to your personal or business financial decisions
- 2.3 Capitec will not, under any circumstances, be liable for any costs, claims or damages that you may sustain or suffer as a result of accessing the Game, creating an account (if applicable), participating in any voluntary competitions or additional features that may be subject to special terms and conditions (which will be disclosed to you prior to entering such competition or opting-in to additional game features), or any actions that you may take as a result of such access, registration or participation

3. Usage

- 3.1 Capitec reserves the right to change, modify, add or remove portions or the whole of these terms and conditions from time to time
- 3.2 When you successfully access the Game, you will be given a limited, revocable and non-exclusive right to use the Game, solely for your personal, non-commercial and educational purpose; any other usage is prohibited
- 3.3 You may not reproduce, redistribute, assign, sell, edit, create derivative works of, sublicense, or otherwise transfer any Game content
- 3.4 The duration of access to the Game shall be at Capitec's discretion and Capitec may at any time make changes to the Game content
- 3.5 You may not access or create an account for unlawful purposes

4. Intellectual property and copyrights

- 4.1 The Game, including software source code, are the property of or licensed to Capitec and all intellectual property rights vests in Capitec and/or its licensors
- 4.2 Unauthorised copying of the Game, information, software and or file(s) or attempt of copying is expressly prohibited

5. Applicable law

- 5.1 These Terms of Use have been concluded in the Republic of South Africa ("RSA") and as a result shall be governed by and construed in accordance with the laws of the RSA and the jurisdiction of the RSA courts

6. Privacy policy

- 6.1 Your personal information may be collected during downloading and accessing of the Game and we undertake that such collecting and processing of your personal information will be handled in a responsible and lawful manner
- 6.2 Personal information relating to you may be collected and processed as a result of your downloading, installation and play of the Game. Game play may be monitored and Personal Information may be requested from you. Only such information that is required for the proper performance, maintenance and improvement of the Game shall be compulsory while additional information may be submitted by you voluntarily from time to time. Such collection shall be limited to information reasonably required. Where information that is not required for the proper performance, maintenance or improvement of the Game, the purpose of collection will be disclosed and such processing or further processing of information already collected shall be subject to your express, informed and voluntary consent
- 6.3 Where possible and practicable, the information processed will be de-identified (anonymised) or reference to you as an individual replaced by an alias or reference number (pseudonymised) so that the processors cannot link the information back to you as an individual
- 6.4 Personal information collected from you or, if applicable, collected from a third party subject to your consent may be processed by, or on behalf of, Capitec for the following purposes:
 - (a) Improving the functionality of the Game
 - (b) Assessing the effectiveness of the Game
 - (c) Assessing the impact of the Game on financial decision making and behaviour;
 - (d) Differentiate between Capitec clients and non-Capitec clients who play the game to:
 - develop appropriate and relevant messaging for players; and
 - assist Capitec in developing appropriate marketing strategy to reach a wider audience
 - (e) Participating in any voluntary competitions and lucky draws, subject to special terms and conditions (which will be disclosed to you prior to entering such competition)
 - (f) To link your game profile to your Capitec Global One profile or a Capitec profile opened within a period of 6 (six) months after playing the Game (subject to your express consent) to enable us to see whether the Game has a positive impact on how clients manage their financial lives
 - (g) Keeping a database of players
 - (h) Monitoring and maintaining a record of access to and time spent playing the Game
 - (i) Sending you communications relating to the Game, either by way of push notices in the game itself or where appropriate or necessary through other channels
- 6.5 Your personal information may be sent across borders to countries with data protection laws similar to South Africa and affording you the same or a higher level of protection
- 6.6 You understand and accept that we may process your personal information collected through this Game and subject to your consent, in combination with personal information collected from you through any other engagements you may have with Capitec, for the purposes described above or set out in other agreements between you and Capitec
- 6.7 We may contract with third-party service providers to perform certain processing functions on behalf of Capitec and such processing by third parties shall only be for the purpose described above

6.8 Methods of collection:

- 6.8.1 We may request certain personal information from you, including but not limited to, your name and surname, email address, telephone number, device details, education, lifestyle, financial health, etc.
- 6.8.2 We may use technology to collect information about your use of the Game. For example:
 - 6.8.2.1 Our web server automatically logs which pages of our app our visitors view, their device IDs and which mobile devices our visitors use. This technology enables us to compile statistics about our visitors and their use of our app
 - 6.8.2.2 We will also track and save gameplay data to be able to track progress and save your game
 - 6.8.2.3 Gameplay decisions such as which character and dream you selected, the furniture you bought and savings decisions made will be saved in order to compile statistics about the game
 - 6.8.2.4 Our app contains hyperlinks to pages on our website. We may use technology to track how often these links are used and which pages on our website our visitors choose to view. This technology enables us to compile statistics about the use of these hyperlinks
 - 6.8.2.5 The Google Play Store and Apple App Store will collect download data to be able to establish the number of users that have downloaded the app, average session time, daily active users and aggregated demographic information such as location (country only), device OS and software version

7. Contact us

If you have any questions regarding these Terms of Use, Privacy Policy and/or any other matter relating to Livin' it Up (including questions about consent requests and/or withdrawal of consent given from time to time), you may contact us at: LivintUp@capitecbank.co.za

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Capitec Bank



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Conditions apply.

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