

# Capitec Showmax Campaign Terms and Conditions

## Promotion

We've partnered with Showmax to offer qualifying clients a **one-month free standard subscription (R100 package)**.

## Campaign period

The Capitec Showmax campaign ("the campaign") will run from **1 – 31 August 2021**. The last date to activate the Showmax subscription voucher is **31 August 2021**, after which the campaign will automatically lapse.

## How to redeem the promotion

Qualifying clients will receive a Showmax subscription voucher code by email or SMS. To claim the voucher follow the steps below:

### New Showmax subscriber

- Use the link in the campaign email or SMS you received from Capitec or visit [showmax.com](http://showmax.com) and sign up
- Choose the credit card payment option and enter your voucher code
- Note: You will be asked to use your Capitec credit card as a payment method before your one-month free (plus 14-day promotional trial) period begins. But don't worry, you won't be charged until the promotional period is over – and you can cancel anytime

### Existing Showmax subscriber

- Existing Showmax subscribers who are currently on a different price plan to the one on a conditional voucher must cancel their existing subscription and restart it using the conditional voucher as their payment to get the one-month free standard subscription period
- Switch your Showmax monthly subscription payment to your Capitec credit card and get a one-month free standard subscription voucher

## Terms and conditions

1. The promoter of the campaign is Capitec Bank ("the promoter")
2. The campaign is open to natural persons who are 18 years or older and have a Capitec credit card ("participants")
3. Directors, members, partners, employees or agents of, suppliers or consultants to the promoter or any other person who directly or indirectly controls or is controlled by the promoter and their spouses, life partners, business partners or immediate family members and any other persons directly involved with the deriving, production, management or marketing of the campaign are not eligible to participate in the campaign
4. The promoter, its affiliates, employees, advertising agencies and suppliers will not be liable for the failure of any technical element relating to the campaign that may result in any participation attempt being unsuccessful
5. The promotion is not transferable or negotiable
6. Should the promotion not be used for whatever reason, it will be forfeited. No negotiations will be entered
7. Promotions that are redeemable from a third party are subject to the following –
  - 7.1 All third party terms and conditions of use and/or enjoyment applicable to the promotion;
  - 7.2 It is the Participant's responsibility –
    - 7.2.1 To redeem and/or use the promotion while it is still valid (where time constraints apply);
    - 7.2.2 To cover any additional fees, costs or expenses associated with the redemption and/or use and enjoyment of the promotion
    - 7.2.3 To liaise directly with the third party with regards to any and all matters concerning redeeming the promotion
8. The promoter reserves the right to substitute any promotion with another of similar commercial value
9. The promoter reserves the right to vary, postpone, suspend or cancel the campaign and any promotion, or any aspect thereof, without notice at any time, for any reason which the promoter deems necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this campaign and acknowledge that you will have no recourse against the promoter, its affiliates or suppliers
10. Your participation in the campaign and/or your acceptance of the promotion constitutes your binding acceptance of the rules
11. Should any dispute arise in relation to the interpretation of these rules, the promoter's decision shall be final and no correspondence shall be entered into
12. You may not receive a promotion if it is unlawful for us to supply such a promotion to you. You must be eligible to receive the promotion

13. Any documents, permissions and/or any legal or regulatory requirements that may be required by these rules or any other applicable law in order to accept and use a promotion, shall remain your responsibility to obtain and/or observe at your own cost, and which documents and permissions must remain valid in such minimum form required by these rules or any other applicable law
14. **The promoter, its affiliates, employees, advertising agencies and suppliers will not be responsible, and hereby disclaim all liability, for any loss, injury or death, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the campaign or the acceptance and/or use by you, of any promotion, or by any action taken by the promoter or any of its affiliates, employees, advertising agencies and suppliers in accordance with the campaign rules**
15. If you fail to comply with any of the campaign rules, then without prejudice to any other remedy which we may have, you will be automatically disqualified and you will forfeit the promotion
16. If the promoter is required by the Minister of Trade and Industry to alter any aspect of the campaign or to terminate the campaign as a result of changes in legislation, the promoter will have the right to terminate the campaign with immediate effect and without notice of such termination. In such event, all participants hereby waive any right which they may have against the promoter, its affiliates, employees, advertising agencies and suppliers
17. Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either you or the Promoter and its agents in terms of the Consumer Protection Act, 68 of 2008 ("CPA")
18. Income taxes relating to the promotion, if any, are the sole responsibility of the participants
19. These campaign rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa
20. A copy of the rules can be found on Capitec's website: [capitecbank.co.za](http://capitecbank.co.za)

### Promotion partner terms and conditions

21. New subscribers will get a 14-day free trial access to Showmax, plus a one-month conditional voucher period from Capitec before being billed
22. Existing subscribers will get the same as new subscribers, however, they won't get a 14-day free trial
23. The one-month Showmax conditional voucher subscription period is subject to signing up (new subscriber) or signing into your Showmax account (existing subscriber) and selecting a valid recurring payment method. Only then will your free 14-day trial (new subscribers only) and one-month Showmax conditional voucher subscription period begin
24. Existing subscribers who are currently on a different price plan to the one on a conditional voucher, will not be able to activate the voucher unless they cancel their existing payment instrument through the "My Account" section on the Showmax website and restart their subscription with the conditional voucher
25. Subscribers can opt-out of being billed anytime during the 14-day free trial period and the one-month conditional voucher period without being billed or losing any of trial and/or conditional voucher period
26. You will still have access to the Showmax conditional voucher subscription period even if you remove your payment details
27. If subscribers don't cancel during the period mentioned above, they will be billed for their first paid month Showmax subscription at the end of the one-month conditional voucher period
28. This campaign cannot be activated or used by a Showmax subscriber currently paying for their Showmax subscription using a third-party billing partner such as DStv, Mweb, etc.
29. Neither Showmax nor Capitec are responsible for lost or stolen vouchers
30. Data costs may apply