# Capitec 12 Days of Gifting Social Media **Competition Terms and Conditions**

## Platform

Capitec Social Media pages/profiles (Facebook & X)

### **Prizes**

10x OPPO A96 Smartphones

96x R250 Capitec Flexi Vouchers - can be used at any participating retailer (https://www.capitecbank.co.za/personal/transact/buy-vouchers/)

12x R500 Flexi Vouchers - can be used at any participating retailer (https://www.capitecbank.co.za/personal/transact/buy-vouchers/)

## Competition period

Start Date	Closing date	Draw date(s)	Winner(s) Announcement Date(s)
1 December 2023	18 December 2023	Every weekday (Monday – Friday) from 1 to 18 December 2023	Every weekday (Monday – Friday) from 1 to 18 December 2023

### How to enter

Comment or reply to the competition post using #YourFestiveJustBetter and stand a chance to win one of the listed Prizes.

#### Winner selection process

All Valid Entries collated will be entered into an automated random draw selection process on the above Draw Dates.

The winners will be announced and contacted directly via direct message on Facebook and X and if a winner cannot be reached after 3 (three) attempts within 72 (seventy-two) hours from the time of the draw, the Promoter reserves the right to draw another winner and the Prize will be forfeited by such initial winner.

## Competition terms and conditions

- 1. The name of the campaign is "Capitec 12 Days of Gifting Social Media Competition" ('the Competition'), and Capitec Bank is the Promoter thereof. 2.
  - The Competition is open to natural persons who are-
    - 2.1 citizens and/or permanent residents of, and living in, the Republic of South Africa ("RSA")
    - in possession of a valid RSA identity document or driver's license or a valid passport endorsed with 2.2 "permanent resident" status; and
    - 18 (eighteen) years of age or older. 2.3
- Directors, members, partners, employees, agents of, or consultants to the Promoter or any other person who directly or 3 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 competition are not eligible to participate in or enter the Competition.
- The Promoter, its affiliates, employees, advertising agencies and suppliers will not be liable for the failure of any technical 4 element relating to the Competition that may result in any entry not being successfully submitted.
- Participants will only be eligible for a single win throughout the duration of the Competition. 5
- 6. The Prizes are not transferable or negotiable nor can it be exchanged for cash.
- 7. If we are 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.
- 8. Prizes that are redeemable from a third party or are for use and enjoyment at a third party's premises are subject to the following -

- 8.1 All third party terms and conditions of use and/or enjoyment as applicable to the Prize.
- 8.2 It is the winner's responsibility –

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- 8.2.1 to redeem and/or use the Prize whilst still valid (where time constraints apply); and
- 8.2.2 to liaise directly with the third party with regards to any and all matters concerning the Prize.
- 8.3 The winner consents to the Promoter sharing his/her personal information with the third party for the purpose of redeeming a prize (where applicable).
- The Promoter reserves the right to substitute any Prize with another prize of similar commercial value.
- 10. Your entry and/or participation in the Competition and/or your acceptance of the Prize (in the event that you win a Prize) constitutes your binding acceptance of the Competition rules.
- 11. Should any dispute arise in relation to the interpretation of these Competition rules, the Promoters' decision shall be final, and no correspondence shall be entered into.
- 12. You may not win a Prize if it is unlawful for us to supply such a Prize to you. You must be eligible to win the Prize.
- 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 Prize, 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 Competition or the acceptance and/or use by you, of any Prize, or by any action taken by the Promoter or any of its affiliates, employees, advertising agencies and suppliers in accordance with the Competition rules.
- 15. If you fail to comply with any of the Competition rules, then without prejudice to any other remedy which we may have, you will be automatically disqualified and you will forfeit the Prize(s) (in the event that you have already won a Prize).
- 16. Subject to the Participant's right to expressly accept, decline and withdraw consent or participation, the Promoter may -
  - 16.1 publish images of the Prize winners on its marketing material in any format, for a period not exceeding 12 (twelve) months from the date of winning;
    - 16.2 use the Participant's personal information obtained during participation in the Competition for any of its marketing activities;
    - 16.3 require that the Participants be present when the draw takes place and/or when the winners are announced.
- 17. If the Promoter is required by the Minister of Trade and Industry to alter any aspect of the Competition or to terminate the Competition as a result of changes in legislation, the promoter will have the right to terminate the Competition 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.
- 18. Income taxes relating to the Prizes, if any, are the sole responsibility of the Prize winners.
- 19. These Competition rules will be construed, interpreted, and enforced in accordance with the laws of the Republic of South Africa.
- Participants in this Competition understand and agree that in order to offer the Competition, the Promoter must collect and process personal information about the participants. This competition is conducted under the terms of the applicable privacy laws.
- 21. A copy of the rules can be found on Capitec's website at this link: https://www.capitecbank.co.za/competitions-andconditions/