

### **Rugby World Cup Tournament Competition Terms and Conditions**

## **Competition Rules:**

To stand a chance of winning 1 of 3 all-expenses-paid trip to watch the final of Rugby World Cup 2023 for two people. These rules are the official rules of the competition ("rules"). These rules (together with any official competition communications) will govern and apply to the competition in place of any other terms and conditions Capitec and/or its partners may publish, now or in the future. If you do not agree with these Terms and Conditions, you have the right to forfeit the prize should you be elected as the winner ("Competition"). All participants during the term of this Competition agree to be bound by the following terms and conditions.

## 1. The promoter:

The promoter of this Competition is Capitec Bank

## The competition period:

The Competition will run until 31 August 2023 (Competition period)

### 2. Who may enter:

To enter the competition, all participants must:

- 2.1. Be a natural person.
- 2.2. Be 18 years or older.
- 2.3. Be a South African citizen or permanent resident of South Africa.
- 2.4. Be a new or existing Capitec Mastercard credit card client
- 2.5. Have a valid passport

# 3. Who may not enter

Participation in this Competition excludes the promoters and their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates.

#### 4. How to enter

- 4.1. Existing Capitec Mastercard credit card holders must spend R250 or more on their Capitec Mastercard credit card between 06 July 31 August and stand a chance to win an all-expenses-paid trip to watch the final of Rugby World Cup 2023.
- 4.2. New clients must apply for a Capitec Mastercard credit card, spend R250 or more between 06 July and 31 August, and stand a chance to win an all-expenses-paid trip to watch the final of Rugby World Cup 2023.
- 4.3. Winners will be randomly selected based on the qualifying entries received during the competition period.
- 4.4. Qualifying transactions are: Tap, Insert, Swipe, Scan to pay, or shopping online using your Capitec Mastercard credit card.
- 4.5. Winners will be drawn between 01 September 05 September 2023

4.6. Capitec will attempt to contact the winner 3 times, if all attempts are unsuccessful, the runner-up will be selected as the winner.

## 5. The prize

- 5.1. Participants in this competition stand a chance to win 1 of 3 all-expenses-paid trips to watch the final of Rugby World Cup 2023 for two people
- 5.2. The three prizes will include:
  - o double packages to the value of 10 000 euros each
  - o Final match in Paris
  - 3 Nights and 4 Days
  - Accommodation and transport and extra activities
- **5.3** The packages exclude the below but Capitec will cover the cost of:
  - Flights and transportation to the airport and pick up from the airport in France
  - Spending money
  - Visas
  - o Capitec merchandise
  - Internal campaign (flights, spending money)

# 6 How to qualify:

- **6.1** Apply for a Capitec Mastercard credit card, spend R250 or more between 06 July 31 August 2022, and stand a chance to win an all-expense paid trip to watch the final of Rugby World Cup 2023.
- **6.2** Spend R250 on their Capitec Mastercard credit card between 06 July 31 August and stand a chance to win an all-expense paid trip to watch the final of Rugby World Cup 2023.
- **6.3** Qualifying transactions are: Tap, Insert, Swipe, Scan to pay or shopping online using your credit card
- **6.4** Each transaction valued at R250 or more is equivalent to one entry
- **6.5** To avoid doubt, entry into this Competition does not make any participant a winner.

If the commercial stakeholder wishes to run competitions and/or prize draws (to win, for example, Match Tickets and/or commercial stakeholder Products or tournament experiences), the process set out in detail below must be adhered to.

The commercial stakeholder shall be required to submit representative samples of artwork and competition and/or prize draw terms and conditions per the Brand Guidelines and substantially in the format set out in the pro forma terms and conditions set out below at least two (2) weeks before the launch date of the relevant competition. RWCL, or its representative, shall have two weeks to approve the submissions, but RWCL shall use reasonable commercial endeavours to decrease such response time as may be reasonably required in exceptional circumstances.

As a material condition of this Agreement, the commercial stakeholder shall ensure that the process set out below is communicated to and adhered to by, all their Affiliated Companies, agencies and representatives. Further, before submission, the commercial stakeholder shall have undertaken all necessary due diligence to ensure that the relevant competition complies with such laws and regulations as are applicable in the jurisdiction(s) in which the competition and/or prize draw is held, promoted and/or staged.

# Restrictions applicable to all competitions:

- Auctions for match tickets (i.e., where tickets are potentially sold for more than their face value) are not permitted
- Commercial raffles/draws to recover/profit on the face value of a match ticket are not permitted
- Charity raffles where match tickets are donated as a prize **are permitted** as long as the cost of the raffle ticket does not exceed the face value of the match ticket price.
- Free draws (e.g., where the consumer registers an email or leaves a business card) **are permitted**

#### MATCH TICKET-INCLUSIVE COMPETITIONS

The commercial stakeholder is required to submit to the RWCL representative a copy of i) the creative which it proposes to disseminate in relation to the competition, and ii) the terms and conditions of the competition, which must incorporate the terms set out below (which terms shall be stated to prevail over any other conflicting terms). A variation to the terms and conditions below may be agreed by RWCL in exceptional circumstances (it being acknowledged that the commercial stakeholder may include additional terms and conditions in certain competitions where match tickets form part of a combined package prize (for example, combined with travel, hospitality etc.), always provided that such additional terms and conditions do not conflict with the terms of these approved terms and conditions and provided that such prizes when combined with such other packages comply with the terms and conditions of this agreement).

Please note that these terms and conditions apply to competitions held in the UK and should be adjusted accordingly where competition is to be held in other jurisdictions.

Acceptance of the rules is a condition of entry and entry instructions form part of the rules. Prior to the awarding of prizes the winners shall be required to confirm acceptance of these terms and conditions.

Acceptance of the rules is a condition of entry and entry instructions form part of the rules. Entry indicates acceptance of these rules.

#### **TERMS AND CONDITIONS**

- 1. Each winner and his/her guest(s) as applicable agree to comply with the terms and conditions applicable to the issue and use of tickets from time to time (as available and set out at
  - https://brand.rugbyworldcup.com/Brand/Ticketing/RWCL StakeholderTicketingTCS.pdf or such other webpage as determined by Rugby World Cup Limited ("RWCL") from time to time), the tournament organiser (Federation Francaise de Rugby 2023, "FFR2023") and all applicable venue owner or operator rules and regulations to access Rugby World Cup venues and any other areas associated with Rugby World Cup (including any terms of accreditation determined by RWCL). Further, each winner and his/her guest(s) acknowledge that he/she may be required to enter into a direct acknowledgement and/or agreement with RWCL and/or FFR2023 concerning the use of the tickets and compliance with ticket terms and conditions before receiving the prize.
- 2. Winners and/or guests shall not, while using Rugby World Cup tickets, display or publicise any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to ambush marketing or an abuse of the Rugby World Cup, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of RWCL or the Rugby World Cup. Each entrant agrees and acknowledges that any breach of the above (clause 2) will cause significant damage and loss to RWCL.

- 3. The Promoter may pass personal information relating to prize winners to RWCL and/or FFR2023 (and any of their service providers or agents) to monitor the distribution and use of Rugby World Cup tickets and related experiences and, in the event of a suspect breach of any terms and conditions, rules or regulations or RWCL and/or FFR2023 relating to the use of such tickets and/or experiences, investigating and taking action against such winners.
- 4. The Promoter runs this promotion with the permission of RWCL. Accordingly, the Promoter is responsible for the operation of and all matters and concerns relating to the promotion, not RWCL or any other persons involved in staging of Rugby World Cup 2023 (including FFR2023) and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to entrants in any way whatsoever in connection with this promotion.

#### **NON-MATCH TICKET COMPETITIONS**

Where the competition prize is goods or services other than Match Tickets, the commercial stakeholder is required to submit to the RWCL representative a copy of the creative which it proposes to disseminate about the competition, and ii) the terms and conditions of the competition which must include the following provision (N.B "Promoter" shall need to be defined as the commercial stakeholder save where RWCL gives prior written approval on a case by case basis for a third party to be the Promoter. In such circumstances, the competition must be led by the commercial stakeholder):

#### RESPONSIBILITY FOR PROMOTION

• This promotion is run by the Capitec Bank with the permission of RWCL. Accordingly, the Promoter is responsible for the operation of and all matters and concerns relating to the promotion, not RWCL or any other persons involved in the staging of Rugby World Cup 2023 (including Fédération Française de Rugby and its subsidiaries) and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to entrants in any way whatsoever in connection with this promotion.