

Vouchers Competition Rules – Famous Brands

Prizes

Win 1 of 10 000 Famous Brands vouchers valued at R50 each.

Competition period

The competition will run from 23 February - 6 March 2023 (12:00am).

How to enter

You will automatically be entered into the lucky draw if you complete these steps:

- 1. Use our app or dial *120*3279# to buy a Famous Brands voucher valued at R100 or more
- 2. The voucher must be from one of the following participating retailers: Steers, Wimpy, Debonairs Pizza, Mugg & Bean or Fishaways

Competition terms and conditions

By entering the competition, you agree to the following terms and conditions:

- 1. The name of the competition is "Famous Brands Vouchers Client Competition"
- 2. The organiser of the competition is Famous Brands South Africa, registration number 2001/004345/07 and/or its agencies, in conjunction with Capitec Bank Limited, registration number 1980/003695/06 (referred to as "the Organisers")
- 3. The competition will run from 23 February 6 March 2023. The competition period may be changed at the discretion of the Organisers without any prior notice
- 4. The competition is open to natural persons ("Participants"), who are 18 (eighteen) years or older and:
 - 4.1 Who are a Capitec client, with a valid and active Capitec Bank account that is in good standing
 - 4.2 Who must remain a client of Capitec for the duration of the Competition Period
 - 4.3 Who are a citizen of and/or legal resident and currently residing in the Republic of South Africa ('RSA')
- 5. Capitec, its affiliates, employees, advertising agencies and suppliers will not be liable for the failure of any technical element relating to the competition that may result in any entry not being successfully submitted
- 6. The winners will be randomly selected on 10 March 2023 by a computer-programmed algorithm
- 7. Winners will be notified by SMS on 15 March 2023
- 8. Prizes are not transferable or negotiable
- 9. Vouchers are redeemable at all participating/selected outlets (Steers, Wimpy, Debonairs Pizza, Mugg & Bean and Fishaways)
- 10. Vouchers are valid for 1 (one) month from date of issue
- 11. You must by a voucher for R100 or more to stand to win a R50 Famous Brands voucher
- 12. You are only eligible to win 1 (one) voucher
- 13. The prizes will be paid directly to the winning clients' bank account within 2 (two) weeks of the winners being successfully contacted
- 14. Capitec reserves the right to substitute any prize with another prize of similar commercial value
- 15. 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
- 16. Should any dispute arise in relation to the interpretation of these competition rules, Capitec's decision shall be final, and no correspondence shall be entered into
- 17. 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
- 18. 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
- 19. Capitec, 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
- 20. 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)
- 21. Subject to the participants' right to expressly accept, decline and withdraw consent or participation, Capitec may
 - 21.1 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

- 22. If Capitec 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 Capitec, its affiliates, employees, advertising agencies and suppliers
- 23. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners
- 24. Participants in this competition understand and agree that in order to offer the competition, Capitec must collect and use personal information about the participants. This competition is conducted under the terms of the applicable privacy laws and in line with the Privacy Policy
- 25. These competition rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa

Limitation of Liability

- The Organiser accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of Prize on route to winner by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, pandemic or epidemic fire, explosion, storm, flood, earth quake or other acts of God
- 27. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 28. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible
 - a) It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect

Consumer Protection Act

To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with. A copy of the rules can be found on Capitec's website at this link: https://www.capitecbank.co.za/competitions-rules/