

Samsung Pay - Festive Competition Terms and Conditions

The competition period.

The Samsung Pay - Festive Competition will start on Monday, 2 December 2024, and end on midnight Tuesday, 31 January 2025.

How to enter

- Make 3 or more payments using Samsung Pay between 2 December 2024 and 31 January 2025 this festive season, and you could be one of 6 to win a Samsung Galaxy S24 Plus, S24 Base, or S24 Ultra.

The Prize

- Six qualifying Capitec clients stand a chance to win one of the following Samsung devices:
 - 2x S24 Base
 - 2x S24 Plus
 - 2x S24 Ultra
- To qualify for a chance to win, clients must tap to pay three times or more using Samsung Pay this festive season between 2 December 2024 and 31 January 2025. The more they tap, the higher their chances of winning.
- A computer-programmed algorithm will randomly select winners.
- Six (6) Winners will be selected, and each phone will be delivered to the winner's address we have on our system.
- **Note:** Each selected winner must have a valid Capitec account, mobile number, residential address, and ID number. If a selected winner does not meet these criteria, they will forfeit the prize, and a replacement will be selected.

Competition terms and conditions

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

1. The campaign is called "Samsung Pay x Festive Campaign," and Capitec, in collaboration with Samsung, is the promoter.
2. The Competition will run from 2 December 2024 until 31 January 2025.
3. The Competition is open to all Capitec Clients:
 - 3.1 Who are citizens and/or permanent residents of, and living in, the Republic of South Africa ("RSA").
 - 3.2 Whose Capitec bank accounts are in good standing.
 - 3.3 Who have a valid RSA identity document, or a valid passport.
 - 3.4 Who are 18 (eighteen) years of age or older.
 - 3.5 Family members of those directly involved in the Competition execution or fulfilment, production, management or marketing of the Competition are not eligible to participate in or enter the Competition.
4. 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.
5. The Promoter will attempt to contact the Competition winner in order to notify the Competition winner that they won the Competition prize in accordance with these terms. Should the promoter not be able to reach the Competition winner within a period of 3 days from the automated random draw selection process having taken place, the same will result in an automatic forfeiture of the Competition prize by the Competition winner, and the promoter will exercise its right to choose another Competition prize winner.
6. Capitec reserves the right to substitute any prize with another prize of similar commercial value.
7. The Competition prize, awarded to the Competition prize winner, will be determined by Capitec, acting in its sole discretion.
8. Your entry and/or participation in the Competition and/or your acceptance of the prize (if you win a prize) constitutes your binding acceptance of these Competition terms.
9. Should any dispute arise regarding the interpretation of these Competition terms, Capitec's decision shall be final, and no correspondence shall be entered into.
10. 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.
11. 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.

12. 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 terms.
13. Subject to the winners' right to expressly grant, decline or withdraw consent, Capitec will request that all winners share proof of the actions taken (personal information of the winners) for the purpose of administering the competition
14. Failure to provide proof of actions will result in an automatic forfeiture of the prize, and Capitec will exercise its right to choose another winner
15. Personal information collected will –
 - 15.1 Not be used for any other purpose either than the administration of this competition.
 - 15.2 Not be shared with any third parties without obtaining consent from the winners.
 - 15.3 Be processed in accordance with Capitec Privacy Policies
 - 15.4 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.
16. If you fail to comply with any of the Competition terms, then without prejudice to any other remedy which we may have, you will be automatically disqualified, and you will forfeit the prize(s) (if you have already won a prize)
17. Subject to the participants' right to expressly accept, decline and withdraw consent or participation, Capitec may –
 - 17.1 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
18. If Capitec is required by the Minister of Trade and Industry to alter any aspect of the Competition or to terminate the Competition because 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.
19. We reserve the right to vary, postpone, suspend, or cancel the Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem 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 Competition and acknowledge that you will have no recourse against us, our affiliates and third-party suppliers.
20. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners.
21. These Competition terms will be construed, interpreted, and enforced in accordance with the laws of the Republic of South Africa