

JOOX HERITAGE COMPETITION RULES

Important clauses which may limit our responsibility, place an obligation on you to indemnify us, involve an acknowledgment of any fact or involve some risk for you will be in bold and italics. You must pay special attention to these clauses.

1. Introduction

- 1.1. JOOX Heritage Competition (**Competition**) will be co-promoted by Capitec Bank Limited and Tencent Africa Services Pty Ltd (registration number 2015/445517/07 (**Capitec**, the **organisers/we/us/our**).
- 1.2. Each person entering the Competition (**entrants/you/your**) and/or accepting the prize in terms of this Competition agrees and accepts that the Competition rules as set out in these terms and conditions are binding on him/her.

2. Competition Period

- 2.1. The Competition will commence at 09h00 on Monday, 20 September 2021 and will run until 23h59 on 26 September 2021 (**Competition Period**).
- 2.2. The winners of the Grand Prize will be announced after the Competition Period on Capitec's Facebook, Twitter and Instagram pages.
- 2.3. The organisers reserve the right (on their sole and absolute discretion) to extend, shorten, suspend the Competition Period or terminate the Competition for technical, commercial, and/or operational reasons, or for whatever reason.

3. Who can enter

- 3.1. In order to be eligible to enter the Competition:
 - 3.1.1. you must be a RSA citizen or permanent resident or work permit holder, and living in the Republic of South Africa (RSA);
 - 3.1.2. you must be at least 18 (eighteen) years of age; and
 - 3.1.3. you must be a natural person (e.g. not a company, close corporation, trust or other similar legal entity).
- 3.2. Notwithstanding clause 3.1, you are not eligible to enter this Competition if:
 - 3.2.1. you are a director, member, partner, employee, agent or consultant of the organisers of the Competition, or any other person who directly or indirectly controls or is controlled by the organisers;
 - 3.2.2. you are an immediate family member of any of the persons specified in clause 3.2.1; or
 - 3.2.3. you are a supplier of goods or services in connection with the Competition.

4. How to Enter

- 4.1. To enter, you must comply with all the following requirements:
 - 4.1.1. Sign up for the Capitec JOOX Live Better benefit on joox.com.
 - 4.1.2. Use the "share" option on the JOOX app and share your favourite SA song from the JOOX app onto, Twitter, Facebook or Instagram using **#CapitecLovesSA**

- 4.1.3. Once you have met the requirements set out in clause 4.1.1 and 4.1.2 above (“Valid Entry”), you will automatically be entered into the Competition and stand a chance to win one of the prizes (as specified in clause 6 below).
- 4.2. You may enter as many times as you like, provided that each Valid Entry is unique (i.e. not the same song).
- 4.3. No automated entries will be allowed. Entries must be made manually.
- 4.4. If your entry is submitted in a manner that, in the sole discretion of the organisers, will provide you with an unfair advantage over other entrants, you will be disqualified from the Competition.

5. How the winners are determined

- 5.1. The 3 winners will be randomly selected by a computer-programmed algorithm
- 5.2. There will be 1 winner from each of the Capitec social media platforms, Facebook, Twitter and Instagram
 - 5.2.1. We will notify each of the winners by email within one week from the closing of the Competition.
 - 5.2.2. The prize will be awarded to the winner within 2 weeks of being notified of winning.

6. The Prizes

- 3 x JBL Flip 5 Waterproof Portable Bluetooth Speakers

- 6.1. From the entries submitted on Facebook, Twitter and Instagram, 1 winner will be selected from each platform.
 - 6.1.1. The Prize will be delivered to the address that the winner provides to the organisers.
 - 6.1.2. The prizes for use by SA residents only.
 - 6.1.3. The prizes are not transferable and may not be exchanged for cash or any other items. We reserve the right to substitute the prizes with any other prize of comparable commercial value.

7. General

- 7.1. The winners will be randomly selected by a computer-programmed algorithm
- 7.2. Winners must have an active JOOX subscription.
- 7.3. Any reference to the organisers includes the directors, members, partners, agents or consultants of the organisers, where the context allows for it.
- 7.4. We reserve the right to amend these terms and conditions should it be deemed necessary in our sole and unfettered discretion.
- 7.5. The organisers' decision regarding any matter concerning the Competition and/or arising out of these terms and conditions, including the determination of the Winner, is final and no correspondence will be entered into.
- 7.6. ***Where relevant, if a winner does not accept a prize as required herein, if an entry is not valid for whatever reason, if a winner has breached these terms and conditions, if a winner renounces the prize or we deem such winner to have renounced the prize, we reserve the right to declare the prize forfeited and/or choose a new winner.***
- 7.7. ***By entering this Competition, the entrant consents to the collection, processing and further processing of his or her personal information (including personal information contained in electronic communications) by us for the purposes of conducting this Competition and facilitating the entrants participation in the Competition. Except where prohibited by law and subject to the Participants right to expressly accept, decline and withdraw consent or participation, the winner grants permission for us, and those acting under our authority, to use his or her name and or photographs for purposes of announcing the winner in correspondence to Capitec, in any form of media and without additional compensation, notification or permission.***
- 7.8. ***By entering the Competition, the entrant unconditionally and irrevocably indemnifies and holds harmless the organisers, as well as its holding company, its subsidiaries and any subsidiaries of its holding company, and their successors and assigns, directors, employees, agents or consultants against all and any losses, claims, proceeding, actions, damages, (direct, consequential or otherwise) liability, demands, expenses, legal costs (on an attorney and own client basis) howsoever arising out of, based upon, or in connection with (directly or indirectly) the entrant's participation in the Competition and the prizes.***
- 7.9. The organisers and its service providers, are not responsible for:
 - 7.9.1. incorrect and inaccurate transcription of entry information;
 - 7.9.2. technical malfunction;
 - 7.9.3. inappropriate images and comments posted by entrants or by the public;
 - 7.9.4. lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software;
 - 7.9.5. the inability to access any website or online services or any other error; and/or
 - 7.9.6. Content posted by participants on their Yammer account.
- 7.10. If required by the organisers for whatever reason, we will have the right to modify or terminate this Competition with immediate effect and without notice of such

- modification or termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.
- 7.11. We reserve the right to disqualify any entrant suspected of fraud or cheating including without limitations, through the manipulation of code or otherwise falsifying data.
 - 7.12. Should any dispute arise in relation to these Terms and Conditions, the organiser's decision shall be final and no correspondence shall be entered into.
 - 7.13. ***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.***
 - 7.14. These competition rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa.