

### **Terms and Conditions: DirectAxis Opt-In competition**

1. This promotional competition is conducted by DirectAxis, a business unit of FirstRand Bank Limited ('the promoter').
2. This competition is in no way sponsored, endorsed or administered by, or associated with Takealot.com
3. To better understand the companies that form part of the FirstRand group, please refer to our Privacy Policy. The FirstRand Privacy Policy can be found on the DirectAxis website or contact us to request a hardcopy.
4. By participating in the competition, you agree and accept to be bound by the competition rules contained herein.
5. The promoter will start promoting entry, to those eligible, into the competition from the 1<sup>st</sup> June 2020 to the 30<sup>th</sup> June 2020
6. Qualifying participants do have the option to opt-out at any stage during the competition.
7. To qualify for the draw, you are required to enter into the promotional competition by clicking on the "enter now" banner and completing the form. In the event that you register for the DirectAxis Pulse service at [www.directaxis.co.za/pulse](http://www.directaxis.co.za/pulse) you will automatically receive a second entry.
8. The prize will be 1 (one) of 50 x R2 000.00 TakeAlot vouchers. The voucher is not redeemable for cash. Winners are eligible to win 1 voucher/prize only.
9. Qualifying participants are:
  - a. residents of the Republic of South Africa; and
  - b. 18 years or older.
10. If the winner/s fail/s to comply with any of these competition rules or the terms of acceptance of the prizes, or any other documentation required to effect delivery of the prize within a reasonable period as determined by DirectAxis, the winner will be disqualified and will forfeit the prize. DirectAxis may in its discretion decide to draw a replacement winner.
11. The promoters reserve the right to disqualify any entrant suspected of fraud or cheating including without limitations, through the manipulation of code or otherwise frequently falsifying data.
12. The right of admission into the competition rests solely with DirectAxis.
13. Participants can enter the competition once only.
14. One winner per voucher will be drawn at random by an independent third party.
15. Subject to the law, all participants will be bound by the decision of the independent third party.
16. The date of the draw will be on the 3<sup>rd</sup> July 2020.
17. DirectAxis will attempt to contact the winner via telephone and/or email and/or sms within 3 working days of drawing the winner. If the winner cannot be reached after 3 attempts, we reserve the right to draw a replacement winner.
18. The results of the winner may also be published on the promoters' Facebook pages, if applicable.
19. This competition is not open to:
  - i. Directors, members, partners, agents, employees or consultants of the promoters or the FirstRand Group or any supplier of goods or services in connection with the competition.

- ii. The spouse, life partner, business partner or associate, or the natural or adopted parent, child or sibling, of any persons set out in par (i) above.
- 20. The promoters will not be liable for any costs or expenses incurred by you in relation to the prize and the use thereof.
- 21. Subject to the law, the promoters will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- 22. The prize is not transferable to another person or be deferred.
- 23. **IMPORTANT NOTICE: TAX IMPLICATIONS: We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prize/s, awards and/or rewards obtained in respect of this competition.** You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and/or rewards due to you for participating in this competition. You agree that You will not hold Us, DirectAxis or FirstRand Bank Limited ("the Bank") liable and You hereby fully indemnify the Bank, and hold the Bank completely harmless, against all damages, claims and fines made against You or the Bank, including all legal costs on an attorney-and-own-client scale, to the extent to which such damages, claims and fines arise out of or are connected to any taxation relating to Your receipt, transfer or spend of any prize/s, awards and/or rewards or the charges in respect thereof.
- 24. The value of the prize includes VAT. Winner/s may be taxed in terms of applicable tax legislation and participants who require clarity as to the tax implications hereof should seek a directive from the relevant revenue service/authority.
- 25. Ownership and risk relating to the prize passes on delivery.
- 26. You agree that the promoters may, for a period of no longer than 24 (twenty-four) months, publish your name and use pictures, if applicable, of you accepting your prize on marketing platforms including websites, blogs, newsletter and social media platforms. You may be requested to participate in marketing activities, but may decline such invitations at any time.
- 27. You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- 28. You, and in the event of your death, at any point from date of entry into the competition and up until the competition end date of 30<sup>th</sup> June 2020, will automatically be disqualified from the competition.
- 29. You, and in the event of your death, your family, dependents, heirs, assignees or any other beneficiaries of your estate, indemnify and hold the promoters and its suppliers harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this competition and/or acceptance and/or use of the prize, unless to the extent prohibited in law.
- 30. The promoters reserve the right to cancel the campaign at any stage if deemed necessary in their opinion, and if circumstances arise outside of their control.