

## Terms and Conditions: DA Summer Campaign Competition

1. This promotional competition is conducted by Direct Axis (DA), a business unit of FirstRand Bank Limited, (Registration number: 1929/001225/06) (“the promoter”).
2. The competition is open only to new and existing Direct Axis Personal Loan customers.
3. By entering the competition, you agree and accept to be bound by the competition rules contained herein.
4. This competition is in no way sponsored, endorsed or administered by, or associated with Apple or Suzuki.
5. The competition (Promotion) starts on 01<sup>st</sup> November 2023 and ends on the 31<sup>st</sup> March 2024 and all entries must be received by 31<sup>st</sup> March 2024.
6. The prizes of this promotional competition are as follows, subject to the eligibility criteria in 10 below:
  - 6.1 5 X Monthly prizes listed below (in no particular order) viz.:
    - a. 1 X MacBook Air 13-inch Apple M2 Chip 8-Core CPU 8-Core GPU 256GB - Space Grey
    - b. 2 X Apple iPad Air 5 10.9-Inch Wi-Fi + Cellular 64GB Blue
    - c. 2 X Apple iPhone 11 64GB Black
  - 6.2 1 Grand Prize of a Suzuki Jimny 1.5 GLX MT (manual) to the value of R354 131.00 (Vat incl.)
7. Prizes are not redeemable for cash.
8. Product images depicting prizes are for illustrative purposes only and may differ from the actual prizes and the Promoter is not responsible for inaccurate prize details supplied by any third party connected with this competition.
9. The promoter will start promoting entry, to those eligible, into the competition from the 01<sup>st</sup> November 2023 to the 31<sup>st</sup> March 2024.
10. To be eligible:
  - a. You must be a Resident of South Africa and be 18 years or older; and
  - b. For the monthly draws you must take up a new Direct Axis Personal Loan during the promotional period (which has been paid out on or before the 31<sup>st</sup> March 2024).
  - c. For the Grand Prize draw you need to be an existing customer.
  - d. The qualifying loan repayments must be up to date at the time of a draw.
  - e. Your personal loan must not be paid up in full / settled early on or before the 31<sup>st</sup> March 2024; and
  - f. The loan term expiry / end date of your loan needs to exceed the competition end date of 31<sup>st</sup> March 2024.
  - g. You will automatically be disqualified in the following instances viz.:
    - a. Should you, during the promotion period, enter into any status of debt review, administration, sequestration, insolvency, and / or bankruptcy, at any point up until the competition end date of 31<sup>st</sup> March 2024; or

b. Your loan is paid in full/settled early on or before the 31<sup>st</sup> March 2024.

11. Device Prize conditions:

- a. Should winners not be resident in the City of Cape Town the prizes will be couriered to them at no cost to themselves.
- b. The prizes do not include any insurance, preloaded airtime, data or accessories.
- c. Monthly Winners may be requested to produce their Smart ID Card or ID Book for purposes of verification.

12. Grand Prize conditions:

- a. The prize does not include the costs of travel in order to accept and take delivery of the prize.
- b. The winner will be required to provide all necessary information and documentation required for the registration of the vehicle to the relevant parties involved.
- c. Once the vehicle is registered in the winner's name, they take full responsibility, including the vehicle's insurance in their respective names.
- d. Vehicle warranty, technical details and service plan will be explained to the winner by a Suzuki representative.
- e. Upon acceptance of the prize by the Winner, all risk in and to the vehicle transfers to the Winner and the Promoter accepts no liability for any loss, damage or theft of the Prize or any requirements or additional costs associated with the Prize.
- f. Should the Winner fail to collect his/her Prize or alternatively fail to take the necessary steps to take possession of his/her Prize within 1 (ONE) month from the date of the Prize draw, the Prize will be forfeited and the Winner shall have no claim for damages or any other claim whatsoever, arising from such forfeit against the Promoter or their directors, members, partners, employees, agents, consultants, suppliers, contractors and sponsors.
- g. The Grand Prize Winner will be requested to produce both their Smart ID Card / ID Book and valid Driver's Licence or that of their nominated driver should the Grand Prize Winner not possess a valid driver's licence.

13. Without limitation of the generality of the above clauses, the Prize does not include servicing and maintenance of the vehicle, fuel, insurance, or any additional enhancements to the vehicle after the Prize has been awarded.

14. Customers who meet the eligibility requirements as per #10 above will receive entry/ies into the competition as follows:

a. One (1) entry into the monthly draw for the month in which the new loan is taken and for any remaining monthly draws;

b. One (1) entry into the Grand Prize draw for existing customers;

c. One (1) additional entry into the Grand Prize draw for customers who remain current throughout the period of the competition; and

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DirectAxis is a business unit of FirstRand Bank Limited, an Authorised Financial Services and Credit Provider (NCRP20).

Member of the Direct Marketing Association of Southern Africa.

- d. One (1) additional entry into the Grand Prize draw for being a registered Pulse user.
15. If the winner/s fail/s to comply with any of these competition rules or the terms of acceptance of the prizes, or if the winner/s unreasonably refuse(s) to sign the promoters' winner/s declaration and prize acceptance form, or any other documentation required to effect delivery of the prize within a reasonable period as determined by the promoters, the winner will be disqualified and will forfeit the prize. The promoters may in its discretion decide to draw a replacement winner.
  16. 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.
  17. The right of admission into the competition rests solely with the promoters.
  18. By entering the competition, you agree and accept to be bound by the competition rules.
  19. Winners will be drawn for the Monthly prizes and the Grand Prize as follows:
    - a. A Monthly Winner will be selected, by a random draw, from a pool of all new customers, who meet the eligibility requirements, during a calendar month on or before the 15<sup>th</sup> day of the next month.
    - b. A Monthly Winner will be excluded from any remaining monthly draws during the promotional period.
    - c. The Grand Prize Winner will be selected by a random draw from a pool of all new and existing customers, who meet the eligibility requirements, during the promotional period, which includes the monthly winners as well.
    - d. The date of the draw for the Grand Prize is the 31<sup>st</sup> May 2024.
  20. The Monthly Winners and Grand Prize Winner will be drawn at random by an independent third party.
  21. Subject to the law, all participants will be bound by the decision of the independent third party.
  22. The promoters will attempt to contact the Winner via telephone and/or SMS within two weeks of drawing the Winner. If the Winner cannot be reached after 3 attempts, we reserve the right to draw a replacement Winner.
  23. The Grand Prize Winner will be required to provide details and sign documentation required in law to effect the registration and delivery of the prize.
  24. This competition is not open to:
    - a. Directors, members, partners, agents, employees or consultants of the promoters or any supplier of goods or services in connection with the competition.
    - b. The spouse, life partner, business partner or associate, or the natural or adopted parent, child or sibling, of any persons set out in par (a) above.
  25. Please note that entry is through DA Online or contact centre. Although the promoters will take all reasonable steps, the promoter will not be liable for any technical problems or any lost, delayed or incorrectly received entries.

26. The promoters will not be liable for any costs or expenses incurred by you in relation to the prize and the use thereof.
27. The promoters do not make any representations or give any warranties, whether expressly or implicitly, as to the prize and makes no representations and gives no warranty that your entry will necessarily result in you winning a prize or that such prize, should you win, will be satisfactory, punctual, free from any defects, safe or reliable.
28. 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.
29. The winner hereby indemnifies the promoter against all losses, claims, expenses, or cost that may occur as a result of acceptance and use of the prizes.
30. The prize is not transferable to another person, nor can it be exchanged for cash or be deferred.
31. **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 Direct Axis liable and You hereby fully indemnify Direct Axis and hold Direct Axis completely harmless, against all damages, claims and fines made against You or Direct Axis, 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.
32. 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.
33. Ownership and risk relating to the prize passes on delivery.
34. The Monthly Prizes will be delivered to the Winners within two months of being announced.
35. The prize is provided as is and subject to the law, the Promoters will not be liable for any defective products, harm or consequential loss as a result of use of the prize, neither will the Promoters be liable to replace or repair any defective products.
36. You may not enter and will be disqualified if it is unlawful for the Promoters to supply the prize to you.
37. You agree that the Promoters may publish your name 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.
38. 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.
39. In the event of your death, at any point from date of entry into the competition and up until the competition end date of 31<sup>st</sup> March 2024, you will automatically be disqualified from the competition.



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[www.directaxis.co.za](http://www.directaxis.co.za)   

40. 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 your estate, 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.
41. 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.