



## DirectAxis Summer “Feels like...” COMPETITION RULES – October 2024

Date these rules were first published: 16 Oct 2024

Date these rules were last changed: n/a

Read these competition rules carefully. These competition rules (“rules”) explain your rights and duties under this competition. If you take part in this competition or accept any prize, these rules will apply to you and you agree that the person running the competition (“the promoter/s”) can assume that you have read and agreed to be legally bound by these competition rules.

<b>Competition Name:</b>	<b>DirectAxis Radio Competition</b>
<b>Promoter(s) Name(s):</b>	The promoter of this competition is DirectAxis , a business unit of FirstRand Bank Limited with Reg. No. 1929/001225/06 (“DA”).  In these rules we refer to the above promoter(s) as “the promoter(s)” or “DA”. We refer to participants and winners as “you”.
<b>Entries open and close:</b>	Competition opens the week of 04 <sup>th</sup> November 2024: 08:00 am  Competition closes on the week of 13 <sup>th</sup> December 2024: 08:00am  The promoter(s) reserve the right to extend the competition. Notice of this will be posted in these rules.
<b>What is the prize?</b>	<b>Daily Winner will win a R5000 cash prize sent electronically via EFT to a verified bank account</b>
<b>Winner/s announced on:</b>	<b>Winner will be announced live on-air during each week of the competition.</b>
<b>Eligibility: Who qualifies to take part?</b>	This competition is open to all individuals over the age of 18 who live in the Republic of South Africa. The individuals must hold a valid South African (SA) ID or a valid SA passport.
<b>Who cannot take part?</b>	The following persons may not take part in this competition even if they qualify to take part. They will forfeit (give up) any prizes awarded to them: <ul style="list-style-type: none"> <li>a) Any employee of the promoter(s).</li> <li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c) Any other person who is directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this competition.</li> <li>e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</li> </ul>

<b>How to enter?</b>	<p>Listeners will be asked to enter via WhatsApp using #DirectAxis as the Keyword and using the Hot102.7FM WhatsApp line; 083 453 1027</p> <p><b>The competition will run over 6 weeks during November/December 2024.</b></p> <p><b>In each week, the radio announcer will ask listeners to submit their application via Whatsapp talking about their “Oh Nooo’ moment.</b></p> <p><b>They will then automatically be entered into the competition.</b></p> <p><b>Each radio station will select a total of 5 weekly winners each over the competition period (04 Nov – 13 December 2024).</b></p>
<b>Is there a limit on the number of times you can enter?</b>	<b>An individual can enter the competition as many times as they want, however they can only win once during the six week competition period.</b>
<b>How will winner(s) be chosen?</b>	Stations will select five weekly winners from the pool of WhatsApp entries received for that week.
<b>How will winner(s) names be announced?</b>	<u>Please note:</u> On air during competition moment
<b>Deadline for claiming prize(s)</b>	<b>30 business days for claiming prize and payment</b>
<b>Questions about these rules</b>	Should you have any queries related to the above competition you may engage directly via e-mail at <<email>>

## General Rules

### IMPORTANT – PRIVACY MATTERS

Participants in this competition understand and agree that for us to offer this competition, we may collect and use personal information about participants. This personal information may include your first name, last name, email address, mobile number, ID number and in certain instances your image. For more information about the FirstRand Group, our solutions and your privacy, go to our website and/or your FNB App to view our **FirstRand Customer Privacy Notice**.

### **IMPORTANT – LIABILITY**

You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the competition rules. This means you agree to reimburse the promoter(s) for the following: any loss or damage they suffer, any expenses and costs they paid or are responsible for. Legal costs mean costs on an attorney and own client scale.

You also agree to indemnify the promoter(s) for any loss or damage you suffered because you took part in this competition or received or used any benefit or prize. If you enter yourself, or accept or use the prize or any benefit, you understand that you do so of your own free will. This means that you cannot hold the promoter(s) legally responsible for any loss or damage or legal expenses you suffered because you took part in this competition or accepted or used any benefit or prize.

You will protect DA from being held legally responsible for the loss or damage or legal expenses of another person (legal or natural) if such loss or damage or expense was incurred because you: a) breached the competition rules b) took part in this competition or c) any person used a prize.

We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.

- DA must receive your entry before the published closing date and time. DA must also receive your entry in the correct format. You will lose the right to take part or claim any prize that may have been awarded to you if you don't enter on time or in the correct format.
- If DA is not able to get hold of you after making reasonable efforts to do so, DA can award the prize to someone else. If you don't claim your prize on time, you will lose your right to any prize.
- If you are in breach of these rules, you will be disqualified and you will lose your right to any prize(s).
- You may not sell the prize or give it to someone else. You may not swap the prize for cash or for a different prize.
- You may not do anything to change the outcome of the competition in any way.
- The promoter(s) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or our systems or other users.
- The judges' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- You may not vote for yourself where the competition involves voting.
- You must collect your prize before the deadline. You must be able to provide proof of your identity.
- If required, DA may need to change the prizes.
- The promoter(s) have the right to end this competition at any time. If this happens you agree to waive (give up) any rights that you may have about this competition and agree that you will have no rights against the promoter(s).
- DA can change the rules of the competition at any time. For convenience only, the date on which these general rules were last changed by DA are published below the heading. It is your responsibility to check the rules for any changes.
- If you need to create and submit something in order to enter this competition such as an idea or a photo, you must have created it yourself and it must be original. You must not copy or use another person's ideas, work or photos without their permission. By submitting anything, you warrant to DA that you are the sole creator, designer, author or owner of the work and that you have the right to use or submit the work. If we believe anything you submit or post may be plagiarism or be an infringement of another person's intellectual property rights, we may remove your submission without notice to you and you will be disqualified.
- You may not submit anything that could be offensive or may offend or harm DA or any person. Do not submit anything that contains explicit or offensive content.
- You agree that DA alone can decide if your actions are prohibited or inappropriate. DA can also decide to end your participation in the competition immediately. DA can also take appropriate legal action against you.

- You must at your own expense, obtain all equipment and services that are necessary to take part in this competition.
- If the prize involves international travel, you must have a valid passport and obtain the necessary Visas. DA is not responsible if you cannot arrange this on time. You must arrange your own insurance and are responsible for any other expenses or costs not specifically included as part of the prize.
- The advertised dates and times of prizes involving travel or tickets to events cannot change. The prize will not include the cost of transport, accommodation, spending money or food, unless otherwise stated and agreed. This means you will be responsible for organising and paying for your own transport to the venue, accommodation, food and spending money.
- You must comply with the rules of any third-party service provider. This includes but is not limited to, any airline, transport service, accommodation provider and venue.
- You may be responsible to obtain and pay for certain licenses necessary to use a prize. Unless otherwise stated such additional items or costs are not included as part of the prize.
- Where any dates or times need to be calculated, the international standard time: GMT plus two hours will be used.
- While DA may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, or waive certain requirements, DA can still insist on the strict application of any or all of its rights at a later stage. You must not assume that this means that the rules have been changed by DA or that they no longer apply to you.
- The clauses in these rules are severable. This means that if any clause in these rules is found to be unlawful, it will be removed, and the remaining clauses will still apply.
- You must send all legal notices to DirectAxis c/o FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- The laws of the Republic of South Africa will apply to this competition regardless of where you live or work, how or where you enter.

#### **IMPORTANT – 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 or eBucks rewards.**

You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards or eBucks rewards due to you for participating in this competition.

You agree that you will not hold us or FirstRand Bank Limited ("the Bank") liable and you hereby fully indemnify us and/or the Bank, and hold us and/or the Bank completely harmless, against all damages, claims and fines made against you us and/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 eBucks rewards or the charges in respect thereof.