



Brookside Office Park, Lansdowne Building
11 Imam Haron Road
Claremont
Western Cape
7708

t. +27 (0)21 300 4455
e. info@payfast.co.za
w. www.payfast.co.za

Mastercard PayFast Competition: TERMS & CONDITIONS

The terms and conditions set out below (“**Terms**”) govern the participation in and implementation of related administrative matters pertaining to a Competition to be conducted by Mastercard Asia/Pacific Pte Ltd, a company with offices in Singapore care of Mastercard South Africa (Pty) Ltd, situated at 23 Melrose Boulevard, Melrose Arch, Johannesburg, 2076, South Africa (“**Mastercard**”), and PayFast (Pty) Ltd, a private company with its registered address at Brookside Office Park Lansdowne Bui, 11 Imam Haron Road, Claremont, Western Cape, 7735 (“**PayFast**”). Mastercard and PayFast have appointed Egg Entertainment and Productions (Pty) Ltd (“**Egg**”) to assist in organizing and executing the Competition.

A. Competition and Competition Period

1. A competition is being run to promote both Mastercard and PayFast (“**the Competition**”) on the terms and conditions set out below.
2. Mastercard and PayFast (or their nominees which shall include their respective directors, employees and agents [including Egg]) are collectively referred to as “**the Promoter/s**”.
3. The Competition will run for nine weeks from 2 August 2021 to 30 September 2021 (both dates inclusive) (“**the Competition Period**”).

B. Eligibility

1. Subject to these Terms, only persons who are existing Mastercard cardholders, and are South African citizens or permanent residents may participate in the Competition.
2. The following persons are **NOT ELIGIBLE** to participate in the Competition:
 - 2.1. Employees (whether permanent and/or temporary), and/or directors of and/or consultants/agents to any of the Promoters. This shall include such person’s immediate family members, meaning parents, spouse, children and/or siblings; and/or
 - 2.2. Holder(s) of Mastercard cards who is/are in default of any facilities granted by their issuing financial institution and/or Mastercard at any time during the Competition Period, subject to Mastercard’s or the issuing financial institution’s sole discretion; and/or
 - 2.3. Any Mastercard cardholder who has committed or suspected to have committed any fraudulent or wrongful act/s in relation to his/her Mastercard card or any facility or service

granted by their issuing financial institution and/or Mastercard as determined by Mastercard or the relevant issuing financial institution in its sole discretion; and/or

2.4. Any person who is under 18 at the time a Transaction takes place; and/or

2.5. Any persons who are NOT South African citizens or permanent residents; and/or

2.6. The holder of a Mastercard card issued by a bank outside South Africa notwithstanding that it may have a branch, subsidiary or division in South Africa.

C. How to Participate

1. Any person who uses their Mastercard card or scans to pay using Masterpass to complete a successful transaction using the PayFast portal during the Competition Period ("**Successful Transaction**"), shall be automatically entered into the Competition ("**Participant**").

D. Winners and Prizes

1. During the Competition Period, the Promoters will select one winner per week for the duration of the Competition. A week will commence on each Monday at 00:00 during the nine-week Competition Period and terminate on 23:59 on the immediately following Sunday during the Competition Period ("**Round**").
2. The Promoters will select one winner in each week ("**Winner**") by conducting automated algorithmic draws, whereby a Winner will be selected at random from the total pool of Participants during the week. The automated algorithmic draws will be overseen by an independent auditor.
3. There are a total of nine (9) prizes valued at R100 000 (One Hundred Thousand Rand) each and a Winner(s) will only be eligible to win one of these prizes during the Competition Period ("**Prizes**").
4. Prizes will be drawn weekly during the Competition Period. A total of one Prize will be awarded to a Winner for each week during the Competition Period. Each weekly draw will take place on each Tuesday during the Competition Period (save that there shall be no draw on the first Tuesday during the Competition Period) or such other day as the Promoters may, at their sole discretion, nominate from time to time. The final weekly draw shall occur on the first Tuesday following the end of the Competition Period.
5. The Promoters will contact each of the nine Winners telephonically or by email, using the phone number and/or email address the Winner used to complete the Successful Transaction.
 - 5.1 Once contacted by the Promoter the Winner will need to confirm their first name, surname, identity number and age, and elect whether to accept the Prize;



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- 5.2 The Winner will be deemed to have agreed to be bound by these Terms if they elect to accept the Prize;
 - 5.3 Should a Winner accept the Prize, the Promoter will send a written confirmation of this to the Winner either via email or SMS at the Winner's election;
 - 5.4 The Winner must respond to the written confirmation with YES to confirm their acceptance of the Prize and that they are bound by these Terms within 24 hours of receiving written confirmation from the Promoters. Should the Winner not respond within the 24 hour period commencing from the time written notification is sent by the Promoters, the Winner will automatically be disqualified from the Competition and will have no further claims against the Promoters or any one of them in relation to the Prize or otherwise. In this event, a new Winner will be chosen using the method outlined above;
 - 5.5 Within 10 business days of receiving a "YES" from a Winner, PayFast will provide the Winner with details of a PayFast account loaded with the Prize of R100 000.
- 6. Should the Promoters be unable to contact a Winner after three attempts using the details provided by the Winner when completing the Successful Transaction, during a forty-eight (48) hour period following the first attempt, such Winner ("the Previous Winner") will forfeit his/her entitlement to the Prize and a new Winner will be selected using the same method as outlined above. The Previous Winner will have no further claims of whatsoever nature against the Promoters, whether in relation to the Prize or otherwise.**
- 7. The following additional Terms shall apply to the Prizes:**
- 7.1 All Prizes are given on an "as is" basis and are not transferable, nor exchangeable for credit, money or kind whether in part or in full.**
 - 7.2 The Prize must be used within four (4) weeks of the Winner being given access to the PayFast account as set out in 5.5 above. The Prize money of R100 000 can only be spent at PayFast merchants. Any part of the Prize not used within this four (4) week period will be forfeited on the expiry of the four (4) week period and the Winner will have no further access to the PayFast account or the Prize. The Winner will have no further claims against the Promoters, whether in relation to the Prize or otherwise.**



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- 7.3 A Participant can only win one Prize during the Competition. Should a Participant win more than one Prize, the additional prizes will automatically be forfeited, and another Winner will be drawn using the method outlined above.
- 7.4 All costs, fees and/or expenses incurred or to be incurred by Participants including Winner(s) in relation to the Competition, which shall include but not be limited to transaction costs, shall be for the Participant's and/or Winner(s)'s account.
- 7.5 The Winner(s) must abide by the Terms as well as all laws and regulations in place. The Winner(s) must also abide by the terms and conditions of the party(ies) arranging and/or providing the Prizes and the terms and conditions attached to the Prizes, if any. The Promoters will not be responsible or bear the cost of any other incidental costs relating to a Participant's participation in the Competition. Transactions must be made within the Competition Period and Transactions made outside of the Competition Period will not qualify for the Competition.
- 7.6 Supplementary Cardholders of a Mastercard card ("**Supplementary Cardholder**") are not entitled to win the Prizes. Prizes won by a Supplementary Cardholder, if any, will be given to the principal cardholder of the Mastercard card.

E. Indemnities

1. **To the fullest extent permitted by law, there are no, and the Promoters expressly exclude(s) and disclaim(s) any, representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or suitability or fitness for a particular purpose in respect of the Prizes.**
2. **Participants and/or Winner(s) hereby acknowledge and agree that the Promoters exclude(s) all warranty and/or liability in connection with the Prizes and/or the Competition. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Competition, redemption and/or usage of the Prizes. The Promoters shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participants as a result of the participation in the Competition and/or the use of the Prizes.**
3. **The Promoters shall not be liable for or obliged to recognize or replace lost or stolen Prizes where such loss or damage in respect of Prizes is not due to the fault and/or gross**

negligence of the Promoters.

- 4. The Promoters shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes. Any dispute in relation to the warranty or quality of any Prizes or any terms and conditions in respect thereof shall be settled directly between the relevant Winner(s) and the relevant supplier. The Promoters will bear no responsibility for resolving any dispute and the Winner(s) must liaise directly with the relevant supplier and not the Promoters in this regard.**

F. Miscellaneous

1. Participants and/or Winner(s) who participate in this Competition agree to be bound by these Terms and the decisions of the Promoters (or any one of them).
2. The Promoters (or any one of them) may, in terms of these Terms, use a Participant's personal information and disclose such personal information in such Promoter's possession to any other party solely for purposes of the Competition. The purpose of such use or disclosure of personal information shall be limited and used solely for purposes of the Competition. The processing of such disclosed personal information will be in accordance with each of the Promoter's privacy policies which are available on request and each of the Promoters undertake that they will comply with their privacy policies, and any existing laws and/or regulations which govern the protection of personal information, including but not limited to the Processing of Personal Information Act 4 of 2013.
3. The decision of the Promoters (or any one of them), on all matters relating to the Competition will be final and binding.
4. The Promoters reserve the right, without prior notice, at any time and at their sole discretion, to replace the Competition with another similar competition; to cancel, terminate the Competition, in whole or in part, or modify, suspend, or extend the Competition in any way. Such a determination may be made within the sole discretion of the Promoters (or any one of them). For the avoidance of doubt, any cancellation, termination, modification, extension, withdrawal, replacement or suspension by the Promoters of this Competition will not entitle Participants to any compensation against the Promoters (or any one of them) for any and all loss or damage that may be suffered or incurred by a Participant, as a direct or indirect result of such act.
5. The Promoters will not be liable for any default due to any war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of the Promoters.



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The Promoters reserve the right as they deem fit and at their sole discretion to vary or change any of the Terms from time to time. Any such variations, changes, cancellation, termination, withdrawal or suspension will be posted on Mastercard's Priceless website (www.Priceless.com) (the **Website**) and at <https://www.payfast.co.za/blog/>.

6. or in any other manner as the Promoters deem fit. In this respect, Participants signify his/her agreement to access the Website at regular intervals to view the Terms and to ensure that they are kept up to date with any variations or changes which the Promoters may effect to the Terms from time to time.
7. All Winners consent and agree and grant the Promoters a royalty free worldwide license to use their name and/or image in any media whatsoever for the purpose of indicating that the Winners have won a Prize. The Winners' name and/or image may be published in association with the Competition only, on the platforms of PayFast and Mastercard (including social media sites such as Facebook), for the Competition Period and a period of 12 months from the end of the Competition Period. The Promoters record that any use of the Winners' name and image in terms of this clause will be subject to the Processing of Personal Information Act 4 of 2013. Winners shall have no claim against the Promoters whatsoever, arising from the use of their name or image.
8. Any term and condition contained in the Terms and/or which is applicable to this Competition which is illegal, prohibited, or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.
9. These Terms are governed by and construed under the laws of South Africa.
10. This is the sole agreement between the parties relating to the Competition and all the Terms are contained herein.
- 11. Should a Winner be unable to access the Prize which does not arise from any act of the Promoters, the Promoters and each one of them shall not be liable in any manner whatsoever to the Winner for such occurrence and/or any loss resulting from the Winner being unable to access the Prize.**