



OneSpark Debicheck

Mandate Raffle

Terms and Conditions

Date: 18 March 2023

TERMS AND CONDITIONS

The Terms and Conditions set out below apply to all Participants that are entered into the OneSpark Debicheck Mandate Raffle ("**Raffle**").

Please read these terms and conditions carefully. Participation in this Raffle will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate and if you are automatically entered, please request that you are removed from the Raffle.

THE RAFFLE AND PROMOTER:

The Raffle is conducted by OneSpark (Pty) Ltd (registration number: 2019/389648/07) an authorised financial services provider (FSP: 50594) (the "**Promoter**").

1. RAFFLE PERIOD

- 1.1. The Raffle will run from 18 March 2023 to 18 June 2023 (the "**Raffle Period**"). No entries received after midnight on 16 June 2023 will be accepted.
- 1.2. The Raffle Period may be extended or curtailed at the discretion of the Promoter without notice.

2. WHO MAY ENTER

- 2.1. All participants in the Raffle must, at the time of entering the Raffle as well as for the duration of the Raffle Period:
 - 2.1.1. be a customer of the Promoter
 - 2.1.2. be a natural person and be at least 18 (eighteen) years of age;
 - 2.1.3. be a citizen and/or permanent resident of the Republic of South Africa (or a foreigner residing within South Africa, and in the possession of a passport and valid visa);
 - 2.1.4. be in possession of a valid South African Identity Document or if a foreigner residing within South African, be in possession of a valid passport and valid visa);
 - 2.1.5. be residing or be present in South Africa for the duration of the Raffle Period and for the period during which the prize draws and the delivery or collection of the prize/s takes place;
 - 2.1.6. be the policy payer; and
 - 2.1.7. must have accepted the Debicheck mandate within 72 hours from receipt of the mandate request and have an active Debicheck Mandate

(“Participant” or “Participants” as the context may require)

- 2.2. Participation in the Raffle excludes directors, members, partners, promotional and advertising agents, merchandisers, employees, contractors or consultants of the Promoter, or any third parties involved in the execution of the Raffle, either directly or indirectly (including but not limited to their agencies, organisers of the Raffle) as well as the members of the immediate family (being spouses, life partners, parents, children, brothers, sisters, fathers and/or mothers), business partner or associate of any of the aforesaid persons.

3. HOW TO QUALIFY FOR THE RAFFLE

- 3.1. To stand a chance of winning the prize listed in clause 4, Participants must simply:

3.1.1 accept the Debicheck Mandate from the Promoter on your banking app or on mobile banking within 72 hours of receipt of the Debicheck mandate

3.1.2 not cancel the Debicheck mandate before the prize is drawn

hereinafter referred to as an “**entry**” or “**entries**” as the context may require. Only one entry per policy will be considered and the Participant will be automatically entered upon acceptance of the Debicheck Mandate for each policy.

- 3.2. A winner will be selected from the entries.

- 3.3. The Promoter shall not be responsible for telecommunication failure on the part of the Participant’s service provider.

- 3.4. Participants using a mobile phone for accessing their banking app or mobile banking will be charged prevailing rates for data usage which will be at the cost of the Participant.

- 3.5. An entry or participation in the Raffle will not necessarily result in the Participant winning.

4. PRIZE

- 4.1. The Raffle will afford Participants a chance to win a share of the weekly cash prize (hereinafter referred to as the “**Prize**”) which prize shall be subject to change at the discretion of the Promotor from time to time without notice.

- 4.2. The winner will accept the Prize as is and at their own risk and subject to the indemnity in clause 6.

- 4.3. The Promoter reserves the right to substitute the Prize for a different prize of similar value.
- 4.4. Any risks in relation to the Prize (such as loss, theft or damages) will pass to the winner once the Prize has been paid to the winner. The Promoter will not be responsible for any lost, stolen or damaged prizes and no replacements will be made. Furthermore, the Promoter is not liable for any defect, changes and/or modifications to the Prize.
- 4.5. All prize winners may be subject to a Verification Process. A winner will be confirmed only once the Verification Process has been completed.
- 4.6. All prize winners will need to supply any relevant documents to complete the Verification Process as requested by the Promoter and in the timelines provided by the Promotor.

5. AWARDING OF THE PRIZE: SELECTION OF THE PRIZE

- 5.1. A winner will be determined by random automatic selection drawn weekly. Any entries received after Friday 23h59 during a week will be included in the draw the subsequent week.
- 5.2. Should unforeseen circumstances prevent the draw from taking place on the set draw date, the draw will be moved to the next available date at the sole discretion of the Promoter and without notice.
- 5.3. The Promoter will conduct a Raffle verification process ("**Verification Process**") which may include any steps, checks, audits or other process at its sole discretion in order to verify the validity on the entry. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and may refuse to award the Prize to a Participant if there is suspicion of any irregularities or fraudulent activities.
- 5.4. The winner will be notified via telephone, SMS or email.
- 5.5. The Promoter reserves the right to withdraw the Prize and/or disqualify any Participant/winner that may, at the sole discretion and opinion of the Promoter, bring the Promoter or any of its brands into disrepute.

6. INDEMNITY

- 6.1. To the extent permitted by the Consumer Protection Act 68 of 2008, as amended from time to time, and any other applicable law:

- 6.1.1. The Participant and/or winner(s) hereby indemnifies the Promoter, its shareholders, its associated companies (directors, officers and/or employees) and/or agents against any direct, indirect, special, incidental, consequential or punitive damages, injury, expense or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the Participants entrance to the Raffle and the acceptance of the Prize. This indemnity applies to the participation in the Raffle and the acceptance of the Prize.
- 6.1.2. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Raffle (other than for death or personal injury caused by its negligence and/or fraud).
- 6.1.3. The Promoter reserves the right, at any time, to verify the validity of Participants (including but not limited to a Participant's identity) and to reject any Participant who has not complied with these Terms and Conditions. Errors and omission may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.1.4. Neither the Promoter, its shareholders, its associated companies (directors, officers and/or employees) and/or agents or distributors will have any liability in relation to this Raffle.
- 6.1.5. By participating in this Raffle, Participants agree that the promoter may process their personal information in terms of its Privacy Policy. The Promoter's Privacy Policy is provided on its website www.onespark.co.za/legal_pages.
- 6.1.6. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help to ensure that the use of any such person in advertising or publicity for the Raffle will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Raffle as determined by Promoter in its sole discretion and opinion.

7. CONFIDENTIALITY

- 7.1. Participants of this Raffle are voluntarily providing their personal information to the Promoter, its associated agencies and the third-party service providers running the Raffle in conjunction with the Promoter.
- 7.2. By entering this Raffle, Participants authorise the Promoter to collect, store and use personal information of Participants for communication or statistical purposes. Participants are entitled to decline any marketing communication and inform the Promoter at privacyoffice@onespark.co.za in writing should the Participant wish to be removed from all marketing communication.

- 7.3. The consent in clause 7.2 includes the Promoter using the personal information of the winner including photographs and videos for marketing and advertising. The usage of their personal information including photographs and videos will be without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter at privacyoffice@onespark.co.za. The written notification is to reach the Promoter by no later than the day after the draw date in which the Participant had the entry.

8. GENERAL

- 8.1. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Raffle and any prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter deems necessary.
- 8.2. The onus rests on the Participants to check the website for updates to the Terms and Conditions.
- 8.3. No liability shall lie on the Promoter in favour of any Participant, winner and/or third party arising from such cancellation, suspension or termination. Therefore, the Participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.
- 8.4. The Promoters decision is final, and no correspondence will be entered into.
- 8.5. If any part or all of any clause or clauses in these Terms and Conditions is found to be illegal, invalid or enforceable:
- 8.5.1. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
- 8.5.2. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 8.6. All terms and conditions are subject to the laws of Republic of South Africa and should a doubt or dispute occur, it will be taken before the courts of Republic of South Africa.
- 8.7. This Raffle is not applicable in conjunction with any other offers/ promotions/Raffles offered by the Promoter.