

EasyPay Loans

Winter Warmer Apply & Win Competition

1. Terms and Conditions

- 1.1. If you choose to enter into the **EasyPay Loans “Winter Warmer” Competition (“Competition”)** you acknowledge and agree that the rules, as set out in these Terms and Conditions (“**Terms and Conditions**”), are binding on you.
- 1.2. EasyPay Financial Services Proprietary Limited will be referred to as the “**Promoter**” in respect of the Competition and in these Terms and Conditions.
- 1.3. The Competition will run from **1 August 2024** and ends at midnight (12am) on **10th September 2024** (“**Competition period**”), both days inclusive.

2. The Prize

The Competition winners of the Competition will receive a “Winter Warmer” hamper valued at R2 000 which includes a kettle, heater, hotplate, mugs and groceries purchased from selected local Retail Partners.

3. To qualify to enter the Competition

In order to be eligible to enter into the Competition, you must:

- 3.1. be a permanent resident and/ or citizen of the Republic of South Africa;
- 3.2. have a valid identity number and identity document;
- 3.3. be 18 years or older;
- 3.4. have an active EasyPay Everywhere account; and
- 3.5. apply for a EasyPay personal loan product during the Competition period at the nearest branch, via USSD (*120*3737#) or the voice branch.

4. How the Competition will run, how Competition winners will be Selected and how to claim the Prize

- 4.1. To enter the Competition, you will need to apply for a EasyPay personal loan product during the Competition Period, and your name and details will automatically be entered into the Competition.
- 4.2. Ten (10) Competition winners will be randomly selected from all entrants at the end of the Competition Period.
- 4.3. If you are a Competition winner:
 - 4.3.1. you will be contacted personally using your contact details that the Promoter has on record, before the Competition winners are publicly announced. The Promoter will take all reasonable measure to contact you, however, if the Promoter is unable to contact you after 3 (three) attempts over 2 (two) days, a new Competition winner will be randomly selected;
 - 4.3.2. it is your responsibility to ensure that any information which you provide to us is accurate, complete, and up to date. Should any of the data provided by yourself in connection with this Competition prove to be invalid, inaccurate, false, or misleading, your entry shall be disregarded;
 - 4.3.3. you will receive your prize within 30 (thirty) days after the public announcement by the Promoter;
 - 4.3.4. You must provide your proof of identity, which aligns with the information the Promoter has on record, to claim your Prize; and

4.3.5. in entering the Competition, you hereby consent that your name and photo may be used and published on all social media platforms unless you advise the Promoter in writing that you do not want to have your name and photo used and published on all social media platforms.

5. Prize conditions and restrictions

- 5.1. The Promoter does not make any representations or warranties to you, whether expressly or implicitly, that the prize will meet your requirements, preferences, standards or expectations or be satisfactory.
- 5.2. You cannot transfer, defer, change or exchange the prize for any other item or for cash.
- 5.3. If you do not meet all the requirements to be eligible to enter this Competition, then you will forfeit the Prize if you are selected as a Competition winner.
- 5.4. You will not receive the Prize if you do not provide the necessary proof of identification.

6. General terms

By entering this Competition or accepting the Prize, you understand that:

- 6.1. The Promoter will interpret these Terms and Conditions in its sole discretion and reserve its rights to change these Terms and Conditions at any time.
- 6.2. You consent to us sharing your personal data in accordance with the Protection of Personal Information Act, 4 of 2013 (“**POPI Act**”) with our affiliates such as the local Retail Partner, any entity controlling or controlled by the Promoter for purposes of the Competition.
- 6.3. You agree and consent that the Promoter may collect and process your personal information for purposes of this Competition in compliance with the POPI Act.
- 6.4. The Competition winners will be requested to be part of marketing and promotional activities, including social media posts, for which no fee, royalty or other compensation will be payable. Competition winners have the right to decline consent or participation in the marketing and promotional activities.
- 6.5. The Promoter, its directors, members, partners, employees, agents, consultants, suppliers, any other person or entity, who is directly or indirectly under its control, or any supplier of goods and services in connection with this Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Competition.
- 6.6. EasyPay Everywhere accountholders who have been awarded a prize for any Competition within the last 6 (six) months are not eligible to participate in or enter this Competition.
- 6.7. You irrevocably agree to indemnify, release and hold harmless the Promoter (including their subsidiaries, holding companies and affiliates), its directors, employees, agents and Retail Partners from and against any legal actions, claims, costs and/ or liability for injury, all loss, damage or expenses of which you may suffer, resulting in whole or in part, directly or indirectly, from participating in the Competition, and/ or the use, acceptance or possession of the Prize.
- 6.8. We reserve the right to vary, postpone, suspend, or cancel the competition and any Prize, or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variation, postponement, suspension, or cancellation, you agree to waive any rights, interests, and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us and our affiliates.
- 6.9. We and our affiliates will not be responsible for any harm, damage, loss, or claim relating to the provision of any element of the Prize or any changes to the Prize that may be made at any time.
- 6.10. You agree that your participation in the Competition, and your acceptance and/or use of the Prize, or any aspect thereof, is at your own risk.

- 6.11. These terms and conditions will be construed, interpreted, and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.
- 6.12. The Promoter is not liable for any technical failure that may result in you not being successfully entered into the Competition.
- 6.13. If the Promoter finds that you have acted unlawfully, fraudulently, dishonestly or in breach of these Terms and Conditions you will be disqualified from participating in the Competition and you will forfeit any Prize if you are a Competition winner.
- 6.14. The Promoter reserves the right to terminate the Competition at any time by giving 14 days' notice. If this is the case, the Promoter will provide a notice on the EasyPay Everywhere website and you are responsible to review the website in this respect. You also waive any rights which you may have against the Promoter and Retail Partner and acknowledge that you will have no legal recourse and/ or claim of any nature against the Promoter and Retail Partner in this regard.
- 6.15. The Competition period may also be extended or shortened at the discretion of the Promoter. If this is the case, the Promoter will provide notice of this on the EasyPay Everywhere website.
- 6.16. An independent registered auditor appointed by the Promoter will oversee and certify the manner in which the Competition is conducted.
- 6.17. The Competition will be managed in accordance with the provisions of the Consumer Protection Act, 68 of 2008 ("**CPA**") and nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid your or the Promoter's rights or obligations under the CPA.
- 6.18. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.
- 6.19. A copy of the Competition terms is available and can be downloaded in printable form at <http://www.epe-online.co.za>.

7. Contacting Us

- 7.1. For queries and complaints, you can contact the service contact centre during operating hours on 080 1111 880.
- 7.2. The Promoter's operating hours are:
Monday to Friday 7am to 6pm; and
Saturdays 8am to 1pm.
- 7.3. The Promoter does not operate on Public Holidays and Sundays except for the first Sunday of grant payment week 8am to 1pm.

8. IMPORTANT NOTICE

Beware of fake notifications and calls that say you've won:

- 8.1. Competition winners will be announced in accordance with these Terms and Conditions not in any other manner or on any other platform.
- 8.2. Unless pre-arranged with you, we will NEVER come to your office or home to say you're a winner or to deliver the Prize.
- 8.3. If anyone contacts you in any way to say you have won the Prize in a competition, make sure you have entered or participated in this Competition.
- 8.4. If anyone calls to say you've won a competition you never entered, it is NOT one of our representatives.
- 8.5. Our representatives will be able to quote your ID number if you have an existing EasyPay Everywhere account with the Promoter.

- 8.6. If you are concerned that a caller has contacted you pretending to be from the Promoter, please store the number of the caller (if you have caller ID), email address or social media profile and contact us through the service contact centre during operating hours on 080 1111 880.