

EasyPay Loans

“New Year New Phone” Device Deals Campaign

1. Terms and Conditions

- 1.1. If you choose to enter the **EasyPay Loans “New Year New Phone” Device Deals 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 **Retail Partner** is acting in association with the Promoter for the purposes of this Competition.
- 1.4. The Competition will run from 1st December 2023 and ends at midnight (12am) on 28th February 2024 (**“Competition period”**), both days inclusive.

2. The Prize

The winners of the Competition will receive a R2 000 PEP voucher (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;
- 3.3. Be 18 years or older;
- 3.4. Have an active EasyPay Everywhere account; and
- 3.5. Apply for a EasyPay device loan product during the Competition period at the nearest branch.

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

- 4.1. To enter the Competition, you will need to apply for a EasyPay Loans Device Deal loan during the competition period and your name and details will automatically be entered into the Competition.
- 4.2. A Competition winner will be randomly selected from all entrants and this will take place in each province. Competition winners will be randomly selected throughout South Africa.
- 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 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 attempts over 2 days, a new Competition winner will be randomly selected;
 - 4.3.2. You will receive your prize within 30 days after the public announcement by the Promoter;

4.3.3. You must provide your proof of identity, which aligns with the information the Promoter has on record, in order to claim your prize; and

4.3.4. You 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.

5.5. The Promoter will not be held liable for any incorrect information provided by you.

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 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.

6.5. In the event of a dispute between you and the Promoter in respect of this Competition, either you or the Promoter must put your dispute in writing and then the dispute will be presented to an independent auditor for a decision. The auditor's decision will be final and binding on you and the Promoter.

6.6. **You irrevocably agree to indemnify, release and hold harmless the Promoter (including their subsidiaries, holding companies and affiliates), its directors, employees, agents and Retail Partner 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.**

6.7. **The Promoter is not liable for any technical failure that may result in you not being successfully entered into the Competition.**

- 6.8. 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.
- 6.9. 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.
- 6.10. 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.
- 6.11. An independent registered auditor appointed by the Promoter will oversee and certify the manner in which the Competition is conducted.
- 6.12. 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.
- 6.13. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.
- 6.14. 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.

The Promoter does not operate on Public Holidays and Sundays except for the first Sunday of grant payment week 8am to 1pm.