

## **ANNEXURE A: I-PAY: CASH BACK COMPETITION – TERMS AND CONDITIONS**

### **1. DEFINITIONS**

- 1.1 **“Affiliates”** mean (i) any Person which, directly or indirectly is Controlled by i-Pay, or Controls i-Pay; and (ii) directors, officers, employees, agents and representatives of i-Pay. "Control", as used in the preceding sentence, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
  - 1.2 **“Competition”** means the opportunity, each week during the Competition Period, for an Entrant to be refunded up to R10 000 (rand ten thousand) for a single purchase of goods or services offered by the Merchant on any Merchant Website Platform, such single purchase being completed using the i-Pay Platform;
  - 1.3 **“Competition Period”** means each calendar day from 1 July 2017 until 1 December 2017, inclusive of 1 July 2017 and 1 December 2017;
  - 1.4 **“EFT”** means Electronic Funds Transfer;
  - 1.5 **“i-Pay”** means i-Pay Secure Payment Proprietary Limited;
  - 1.6 **i-Pay API** means i-Pay’s application programming interface, being the software and set of functions and procedures which interface with the Merchant’s systems to facilitate access to the i-Pay Platform;
  - 1.7 **“i-Pay Platform”** means the set of functions and procedures developed by i-Pay which facilitate the payment by an Entrant of a good or service on a Merchant Website Platform by means of EFT;
  - 1.8 **“Merchant”** means certain merchants that have agreed to participate in the Competition and act in accordance with the terms and conditions set out in herein, and which is a Person which has contracted with i-Pay to provide the i-Pay Platform as an option for payment for the goods sold or services rendered on the Merchant Website Platforms;
  - 1.9 **“Person”** means any natural person, firm, company, corporation, state or agency of a state, or any joint venture, partnership, association or incorporated or unincorporated body;
  - 1.10 **“Prize”** means a refund of a single purchase made by an Entrant using the i-Pay Platform on any Merchant website platforms, such refund being up to the value of R 10 000 (ten thousand rand).
  - 1.11 **“Merchant Website Platforms”** means the website/s operated by the Merchant as well as related Merchant mobi-sites and software applications.
2. The entry of any natural persons into the Competition (the **“Entrant”**) and/or acceptance of a Prize by an Entrant in the event that a Prize is won (the **“Winner”**) constitutes binding acceptance of these terms and conditions on behalf of the Entrant and Winner, together with any persons with whom a prize is shared (the **“Partner”**).
  3. Entrants under the age of 18 must obtain permission from their parents or guardians before entering the Competition, who must approve of and consent to the Entrant’s participation in the Competition and the receipt / possession of a Prize to the extent that the Entrant becomes a Winner.
  4. The Competition is not open to -
    - 4.1 directors, members, shareholders, agents, consultants or employees of i-Pay or the Merchant; or
    - 4.2 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the Persons specified in 4.1 above; or

- 4.3 the suppliers of any goods or services in respect of the Competition.
5. An Entrant may not win a Prize if it is unlawful for i-Pay to provide a Prize to an Entrant. In the event that an Entrant does win a Prize, and it is unlawful for such Entrant to win a Prize, the Entrant concerned will forfeit the Prize.
6. The data costs, or any other costs, incurred by an Entrant in purchasing goods or services on any Merchant Website Platform in the ordinary course outside of the Competition Period will apply during the Competition Period.
7. It is the responsibility of all Entrants to ensure that their entry is received by i-Pay prior to the closure of the Competition. Any entries which are not received during the Competition Period will not be eligible to participate, regardless of the reason. i-Pay is not responsible for any entries which are not received by i-Pay, whether timeously or at all, regardless of the cause thereof. Without limitation, i-Pay and its Affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems experienced by an Entrant when entering the Competition.
8. i-Pay and its Affiliates are not responsible for any injury or damage to an Entrant or any other Person's computer, mobile telephone or other device used by an Entrant to enter into, or obtain any materials related to, the Competition.
9. To enter the Competition, an Entrant should –
  - 9.1 Complete a single purchase for any number of good(s) on any of the Merchant Website Platforms by using the i-Pay Platform to make payment for such purchase during the Competition Period; and
  - 9.2 an Entrant is allowed to complete as many purchases in accordance with clause 9.1 above during the Competition Period as the Entrant wishes to, and each of these completed purchases shall constitute an entry into the Competition.
10. The Prize may not be deferred, changed or exchanged for any other item.
11. i-Pay does not make any representations or give any warranties, whether expressly or implicitly, as to a Prize, and in particular, but without limitation, makes no representations and gives no warranty that –
  - 11.1 An Entrant's entry or participation in the Competition will necessarily result in such Entrant winning a Prize; or
  - 11.2 a Prize, or any aspect thereof, will meet an Entrant's or, if applicable, an Entrant's partner's, requirements, preferences, standards or expectation.
12. The Merchant will notify preliminary winners by means of the contact details provided to the Merchant when a purchase is made on a Merchant Website Platform during the Competition Period. If such

- preliminary winner agrees to accept the Prize subject to these terms and conditions, he/she will be a Winner in the Competition.
13. The preliminary winners will be determined by a panel of judges that are selected by i-Pay. The determination made by the panel of judges concerned will be final and no correspondence will be entered into.
  14. i-Pay will draw a single preliminary winner each week during the Competition Period from all valid entries received and each Entrant will only be eligible to receive one Prize in the Competition during the Competition Period.
  15. The preliminary winner will be notified by email, phone (voice or text) or mail and may be required to complete and return a competition release form to the Merchant to validate him/her as a Winner
  16. i-Pay may invite a Winner to be present when the Prize Winners are determined or announced, to participate in any marketing activities of i-Pay, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of the goods sold or services rendered by i-Pay, for which no fee, royalty or other compensation will be payable. The Winner may decline such an invitation.
  17. The refund payable to the Winner as a Prize in relation to the Competition will be made within 30 (thirty) calendar days of the publication of the Winner by i-Pay, or such other time period that is communicated to the Winner by i-Pay.
  18. i-Pay may require a Winner to provide i-Pay with such additional information and documentation as i-Pay may reasonably require in order to process, confirm and facilitate a Winner's acceptance of a Prize. If a Winner refuses to provide i-Pay with the requested information or documentation, such Winner will forfeit the Prize.
  19. i-Pay reserves the right to vary, postpone, suspend, or cancel the Competition and any Prizes, or any aspect thereof, without notice at any time, for any reason which i-Pay deem necessary. In the event of such variation, postponement, suspension or cancellation, i-Pay agrees to waive any rights, interests and expectations that any Entrants or Winners may have in terms of the Competition and acknowledge that no Entrant or Winner will have any recourse against i-Pay or any Affiliates.
  20. The Entrants agree that participation in the Competition, and acceptance and/or use of a Prize, or any aspect thereof, is at their own risk.
  21. i-Pay and its Affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by any Entrant's participation in the Competition or the acceptance and/or use by an Entrant, or such Entrant's partner (if applicable), of any Prize, or by any action taken by i-Pay in accordance with these terms and conditions.
  22. All Entrants, and in the event of an Entrant's death, an Entrant's family, dependants, heirs, assignees or any other beneficiaries of an Entrant's estate, indemnify and hold i-Pay and its Affiliates harmless against any claim by an Entrant, or an Entrant's partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which an Entrant or its partner may suffer, howsoever arising, in relation to such Entrant's entry into the Competition and/or acceptance and/or use by such Entrant of a Prize.
  23. If an Entrant fails or, if an Entrant's partner (if applicable) fails, to comply with any of the terms and conditions, then without prejudice to any other remedy which i-Pay may have, –
    - 23.1 Such Entrant will be automatically disqualified and such Entrant will forfeit a Prize (in the event that such Entrant has already won a Prize);
    - 23.2 An Entrant and / or Winner will pay i-Pay for any loss or damage incurred by i-Pay directly or indirectly as a result of (or, if applicable, a partner's) non-compliance, including all of i-Pay's legal

costs (including attorney and own client costs) which i-Pay may incur in taking any steps pursuant to an Entrant and / or Winner's (or partner's) non-compliance; and

- 23.3 Such Entrants and Winners indemnify and hold i-Pay harmless against any claim by any Person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to such Entrants' or Winners' failure (or that of your partner, if applicable) to comply therewith.
24. 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.
25. i-Pay and the judges' decision on any matter concerning the Competition and/or arising out of these terms and conditions is final and binding on all Entrants and Winners.