

## VALENTINE COMPETITION: TERMS AND CONDITIONS

1. The [Access Bank] Competition ("**Valentine Competition**") is organized and run by (Access Bank South Africa), including their affiliates, partners, associations and agencies.
2. The Competition is open for entry by participants who are at least 18 years old, or who are minors duly assisted by their legal guardians, have a valid identity document or passport and are residing in the Republic of South Africa during the period of the Competition, up to and including the draw and prize redemption dates ("**Participants**"/"**you**"/"**your**").
3. No director, member, partner, employee or agent of, or consultant to the Promoter or a supplier of goods and/ or services in connection with the competition, or their spouses, life partners, business partners or immediate family members, may participate in the Competition.
4. This Competition consists of your chance to win 1 prize which includes 1 night of accommodation, dinner and a spa treatment at a venue of the winners choice within 50km of the winners residential home town to the value of R10 000 all inclusive. 1 winner will be selected in the month of February 2023 and the prize can be redeemed within 6 month of notification of prize announcement. Transport to and from the selected venue will be for the winners own cost.
5. The Competition will run from [13 February 2023] and closes on [24 February 2023]. No late entries will be accepted.
6. To enter the Competition Participants new or current Access Bank South Africa customers should successfully open an individual transactional account, open an investment account (and deposit any amount into same) or take up a loan account with an Access Bank field agent or at one of the following branches: Da Vinci Suite, Sandton / Ghandi Square Branch, Jhb / St George's Mall Branch, Cape Town / Durban CBD Branch (Pixley Kaseme Street) / Sammy Marks Branch, Tshwane / Savannah Mall branch, Polokwane
7. Entries are limited to 1 (one) entry per participant.
8. The prize does not cover any other costs of the winner whatsoever.
9. Entries must be by the person submitting them and not by a third party on the Participant's behalf.
10. Incomplete or incorrect entries will not be eligible to be entered into the draw.
11. Prizes are not transferrable.
12. The prizes may differ from that shown on the promotional material with regard to illustrations, images, colour and specifications and same shall be subject to availability and in the Promoter's sole discretion to select same.
13. The Promoter reserves the right to substitute the prizes for an alternative prize of equal or greater value should the prize promoted not be available for any reason.
14. All eligible entries will be entered into a random draw overseen by an independent person in terms of the Consumer Protection Act.
15. The judges' decision in determining the winners is final and binding. No correspondence will be entered into.
16. The draw will take place within on 6 March 2023.
17. The winner will be contacted via telephone on the contact number provided on the account application form within 5 (five) working days of the final draw taking place.
18. The Promoter will make 3 (three) attempts within 5 (five) working days of the final draw taking place to contact and notify the selected winner telephonically. If the selected winner cannot be contacted personally after 3 (three) attempts, the winner will forfeit the prize and a replacement winner will be selected from the names drawn from remaining qualifying Participants. This process shall continue until the winner has been contacted in terms of the terms and conditions.
19. The Promoter reserves the right to select an alternative winner in the event that that they reasonably believe, in their sole discretion, that the winner is not eligible to win, fails to accept the prize, has contravened any of these terms and conditions, acted fraudulently with regards to the Competition or if it would be unlawful to award the prize. The winner will forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
20. The winner will be contacted by a member of staff from the bank to arrange redemption of the prize.

21. The winner will be required to sign an acknowledgement of receipt of their prize and will be required to furnish the Promoter with their names and identity numbers in terms of the Consumer Protection Act.
22. The Promoter reserves the right to request the winners to provide positive identification to the Promoter, including a valid identity document or passport.
23. The Promoter reserves the right to extend, reasonably shorten, suspend the time period of the Competition or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prizes, and any rules, terms or conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their sole discretion. In such an event, all Participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they will have no recourse against the Promoter whatsoever.
24. The winners have the right to decline permission to use their name or image in marketing material or participate in any marketing activity. Should the winner verbally or otherwise agree to it, the Promoter may publish the winner's name and images on, including but not limited to, the Promoter's Facebook page or website, if applicable, without any liability to the Promoter or remuneration due to the winners.
25. Should the Participants agree thereto, they may receive future promotional marketing material relating to the Promoter.
26. By entering, a Participant acknowledges and consents that personal information about the Participant will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.
27. To the extent permitted by law, all Participants and the winners indemnify the Promoter, their associated, holding and subsidiary companies, and its directors, officers and employees, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from their participation in this Competition.
28. Participants confirm by their entry into the Competition that (Facebook) is not the promoter of this Competition, it is in no way sponsored, endorsed or administered by or associated with Facebook and they **fully release Facebook from any liability in connection with this Competition.**
29. South African law shall govern these terms and conditions and the courts of South Africa shall have exclusive jurisdiction.
30. By entering this Competition Participants agree to the aforementioned terms and conditions. A copy of the terms and conditions for this Competition is available on <https://southafrica.accessbankplc.com/>