

CAPITEC EASY INVESTING COMPETITION

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1. INTRODUCTION

- 1.1 EasyEquities is running a lucky draw competition (the “**Capitec Easy Investing Competition**”) for (i) all persons who complete their registration for an EasyEquities account on the Capitec widget found on the Capitec banking application (the “**Widget**”) and post their first investment on Twitter or Facebook using the #CapitecEasyEquities hashtag and tagging @EasyEquities, @YFM, and @CapitecBankSA during the Competition Period (defined below), and (ii) for EasyEquities account holders who have registered but not funded their EasyEquities account via the Widget prior to the Competition Period and who fund their EasyEquities account during the Competition Period.
- 1.2 The Capitec Easy Investing Competition is subject to the terms and conditions set out below and is subject to and must be read together with the EasyEquities Terms and Conditions.
- 1.3 **The clauses in these terms and conditions that require your careful consideration are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**
- 1.4 Capitalised terms used but not defined herein will have the same meaning as in the EasyEquities Terms and Conditions.
- 1.5 **By participating in the Capitec Easy Investing Competition, you agree to be bound by these terms and conditions.**

2. HOW TO QUALIFY FOR THE CAPITEC EASY INVESTING COMPETITION

- 2.1 Subject to clause 2.2 below, in order to be entered into the Capitec Easy Investing Competition, you must:
- (1) register for an EasyEquities account via the Widget during the Competition Period; and
 - (2) post to Twitter or Facebook regarding your first investment using the #CapitecEasyEquities hashtag tagging @EasyEquities, @YFM, and @CapitecBankSA during the Competition Period (hereinafter referred to “**Category 1 Entrants**”); or
 - (3) have registered but not funded your EasyEquities account via the Widget prior to the Competition Period; and
 - (4) fund your EasyEquities account during the Competition Period (hereinafter referred to “**Category 2 Entrants**”).
- 2.2 Only EasyEquities accounts that have been approved for Trading by EasyEquities in accordance with the EasyEquities Terms and Conditions, including without limitation, verification in terms of the Financial Intelligence Centre Act, 2001 (“**FICA**”) will qualify for the Capitec Easy Investing Competition. This means that your account must be FICA verified in order for you to qualify for the Capitec Easy Investing Competition.
- 2.3 The Capitec Easy Investing Competition is only available to EasyEquities ZAR account holders.

3. COMPETITION PERIOD

- 3.1 Subject to clause 4.2 below, the Capitec Easy Investing Competition will run from **1 July 2022 to 31 July 2022** (“**Competition Period**”).
- 3.2 Notwithstanding clause 3.1, EasyEquities may reduce or extend the Competition Period in its sole and absolute discretion. You will be notified of same in accordance with clause 5.2.

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4. **TICKETS IN THE DRAW AND WINNER SELECTION**

- 4.1 Each EasyEquities ZAR account holder who meets the eligibility requirements set out in clause 2 above will earn one entry into the Capitec Easy Investing Competition.
- 4.2 The Capitec Easy Investing Competition closes at 23h59 on 31 July 2022.
- 4.3 In respect of Category 1 Entrants, one winner will be randomly selected on a weekly basis during the Competition Period. The winners will be announced on YFM's the A-list radio show which airs between 9am and 12pm on weekdays.
- 4.4 In respect of Category 2 Entrants, one winner will be randomly selected from the group of entrants each Friday (excluding Friday, 1 July 2022) during the Competition Period using an electronic random name generator.
- 4.5 The weekly winners of the Capitec Easy Investing Competition will receive a R10 000.00 EasyEquities voucher which will be automatically deposited into their EasyEquities ZAR account.

(each a "**Prize**," collectively "**Prizes**").

- 4.6 Each Category 1 Entrant will each receive a R50.00 EasyEquities voucher which will automatically be deposited into their EasyEquities ZAR account (the "**Voucher**") when they register for an EasyEquities account.
- 4.7 In respect of the Prizes and the Voucher, the winners and Category 1 Entrants may not withdraw their Prize and/or Voucher from their EasyEquities ZAR account and/or transfer the Prize into another EasyEquities account for the purpose of withdrawing the funds for a period of 36 months from the date of deposit. However, a winner may withdraw any profits made from the Prize and/or Voucher out of their EasyEquities ZAR account, transfer the profits to another EasyEquities account for the purpose of withdrawing it and/or use such profits to Trade on the EasyEquities Platform in accordance with the applicable EasyEquities Terms and Conditions.
- 4.8 EasyEquities will not be responsible for any losses suffered because of investments made through the EasyEquities Platform in respect of the Prize and the Voucher.

5. **GENERAL**

- 5.1 There is no entry fee to enter the Capitec Easy Investing Competition.
- 5.2 We may, at any time and in our sole discretion, amend these terms and conditions. The amendment will be effected by publishing the new version of these terms and conditions on our website and will apply to the Capitec Easy Investing Competition on the date of publication on our website. **You acknowledge that by continuing to participate in the Capitec Easy Investing Competition, you agree to be bound by any new version of these terms and conditions.**
- 5.3 EasyEquities is not responsible for inaccurate Prize and/or Voucher details supplied to any person by any third party who is not a representative or authorised by EasyEquities and connected with the Capitec Easy Investing Competition.
- 5.4 The Prizes and/or Vouchers are not transferable.
- 5.5 The winners must be able to receive emails and/or a phone call from EasyEquities. The winners will be notified via email and/or phone call within 7 business days of winning the Prize. If the winners cannot be contacted or does not claim the Prize

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- within 7 business days of notification, we reserve the right to withdraw the Prize from the winner and pick a replacement winner.
- 5.6 The winners agree to the use of their name and image in any publicity material and has the right to decline the use of their image in our marketing material by notifying us in writing within 24 hours after being notified that they have won the Prize. Any personal data relating to the winner or any other entrants will be used solely in accordance with current South African data protection legislation(s) and will not be disclosed to a third party without the winner's or entrant's prior consent.
- 5.7 This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook, or YFM. You are providing your information to EasyEquities and not to any other party. The information provided will be used in conjunction with the EasyEquities' Privacy Policy.
- 5.8 **Notwithstanding anything to the contrary, under no circumstances shall EasyEquities and a winner be liable to one another hereunder for any direct, indirect, incidental, special or consequential damages arising out of or in connection with the Capitec Easy Investing Competition. You agree and acknowledge that all investment decisions are your own and made at your own risk and neither EasyEquities will be liable for any direct, indirect, incidental, special or consequential losses or damages arising out of or in connection with your investment decisions.**
- 5.9 The above indemnity will not extend to any loss, expense or damage which arises as a result of the misconduct or negligence of EasyEquities or any director, employee or officer of EasyEquities.
- 5.10 If any clause of these terms and conditions is illegal or unenforceable, that particular clause may be cancelled and the remaining clauses of these terms and conditions will still operate.
- 5.11 You acknowledge and agree that the copyrights, trademarks, service marks and all other intellectual property or other rights to any information distributed to or received by you whether sent by us or on our behalf, by any means (including but not limited to by internet electronic communication or mobile phone), together with any advertising media, website or other material connected to EasyEquities and the Capitec Easy Investing Competition, will remain our sole and exclusive property. You will not permit or facilitate, and will take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in this clause 5.11, however received, to any third party.
- 5.12 Notwithstanding any provision of these terms and conditions, the winner may not be a director, member, partner, employee, agent or consultant of or any other person who directly or indirectly controls or is controlled by EasyEquities or marketing service providers in respect of the Capitec Easy Investing Competition, or the spouses, life partners, business partners or immediate family members. In the event that the winner is any of the aforementioned persons, EasyEquities reserves the right to determine a new winner until such winner is not any of the aforementioned persons.
- 5.13 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 5.14 Except to the extent that any provision of these terms and conditions expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of these terms and conditions falls on a day which is not a business day, such right shall be capable of being exercised, or such obligation performed or action taken on the immediately succeeding business day.

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