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Mastercard & Big Five Duty Free Stores: TERMS & CONDITIONS

The terms and conditions set out below ("Terms") govern the participation in and implementation of related administrative matters pertaining to the Competition to be conducted by Mastercard Asia/Pacific Pte Ltd, a company with offices in Singapore care of Mastercard South Africa (Pty) Ltd, situated at 23 Melrose Boulevard, Melrose Arch, Johannesburg, 2076, South Africa. Mastercard Asia Pacific have appointed Egg Entertainment and Productions (Pty) Ltd to assist in organizing and executing the Promotion (collectively referred to as "Mastercard").

#### A. Promotion Period

The Promotion ("Promotion") will run from 01 October 2018 to 30 November 2018 (both dates inclusive) ("Promotion Period").

- B. Eligibility
- 1. Subject to these Terms, only persons who are existing cardholders of a Mastercard card ("Relevant Cards") may participate in the Promotion.
- 2. Holders of non-Relevant cards, i.e. competitor cards, are NOT eligible to participate in the Promotion.
- 3. Transit cards are excluded from the Promotion.
- 4. Employees (whether permanent and/or contract), and/or directors of and/or consultants to either

Mastercard and/or Big Five Duty Free Stores are not eligible to participate in the Promotion. This shall include such person's respective immediate family members, meaning parents, spouse, children and/or siblings.

- 5. The following persons are also NOT ELIGIBLE to participate in the Promotion:
- 5.1. Holder(s) of Relevant Cards who is/are in default of any facilities granted by their issuing financial institution and/or Mastercard at any time during the Promotion Period, subject to Mastercard's sole discretion; and/or
- 5.2. Any card holder of a Relevant Card who has committed or suspected to have committed any fraudulent or wrongful act/s in relation to his/her Relevant Card or any facility or service granted by their issuing financial institution and/or Mastercard as determined by Mastercard in its sole discretion.

## C. How to Participate

1. In order to be participate in the Promotion, an Eligible Person must successfully complete a transaction ("Transaction"). A Transaction is a successful purchase of R1 500 or more made by

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An Eligible Person using their Relevant Card at any participating Big Five Duty Free Store ("Big

Five Store") during the Promotion Period. Big Five Stores are situated in arrival and departure halls at all international airports situated in South Africa.

- 2. Every Transaction will secure an Eligible Person a reward as per Clause D.
- D. Promotion
- 1 Every Transaction shall be rewarded with a R200 gift voucher. This voucher can only be used during the Promotion Period for a separate additional purchase (over and above the Transaction) at any participating Big Five Store.
- 2 This offer is valid during the Promotion Period only, at participating Big Five Stores.
- 3 Participants in this Promotion must abide by all laws and regulations currently in place and the terms and conditions of the party(ies) arranging the Promotion and/or providing reward for purchase (including all relevant rules pertaining to the holding of a Relevant Card). Mastercard will not be responsible or bear the cost or any other incidental costs relating to the Transaction or the Promotion.
- 4 A single voucher can only be spent in a single store. If you do not spend the entire value of the voucher in one transaction, no change will be given. All vouchers are given on a "as is" basis and are not transferable nor exchangeable for credit or kind whether in part or in full. Vouchers must be fully redeemed as any unused or unredeemed value will be forfeited on or after 07 December

2018.

5 If the Participant spend more than the value of the voucher the Participant will be liable to pay the balance and must do so using a Relevant Card.

#### E. Miscellaneous

- 1 Eligible persons who successfully complete a Transaction, accept these Terms and Conditions (as varied from time to time) as binding upon them.
- 2 Mastercard's decision on all matters relating to the Promotion will be final and binding. Mastercard reserves the right, without prior notice and at any time, to terminate the Promotion, in whole or in part, or modify, suspend, or extend the Promotion in any way. Such a determination may be made within

Mastercard's sole discretion.

3 To the fullest extent permitted by law, each and every person who participates in this

Promotion agrees that he/she will not hold Mastercard and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that Mastercard may engage for the purposes of this Promotion), liable for any loss or damage (howsoever such loss or damage occurs), that the such person may suffer in connection with the Promotion.

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- 4 Mastercard will not be liable for any default due to any war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of Mastercard.
- 5 Mastercard reserves the right as it deems fit to vary or change any of these terms and conditions from time to time or cancel, terminate, withdraw, or suspend this Promotion and/or replace this Promotion

with another similar promotion or program with prior notice. Participants will be notified of such variations, changes, cancellation, termination, withdrawal or suspension by a post on Mastercard's website at www.Mastercard.co.za/dutyfree (Website) or in any other manner as Mastercard deems fit. In this respect, the person's participation in the Promotion signifies his/her agreement to access the Website at regular intervals to view these terms and conditions and to ensure that they are kept up-to-date with any variations or changes which Mastercard may effect from time to time. For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by Mastercard of this Promotion will not entitle a person participating in the Promotion to any compensation against Mastercard for any and all loss or damage that may be suffered or incurred by each person participating in the Promotion, as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.

6 Any term and condition applicable to this Promotion which is illegal, prohibited or unenforceable under

any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.

7 These Terms and Conditions are governed by and construed under the laws of South Africa.

8 While it is not the intention of Mastercard and/or Big Five Stores to obtain any of your personal information, to the extent that they do, they will comply with all relevant laws pertaining to the use and/or

protection of such information.