

Mastercard Samsung Pay Mall Competition: TERMS & CONDITIONS

The terms and conditions set out below (“the **Terms**”) govern the participation in and implementation of related administrative matters pertaining to a competition at various select malls as set out below (“the **Competition**”) aimed at promoting Mastercard and the Samsung Pay App (“the **APP**”). The Competition will 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**”) and Samsung Electronic South Africa (Pty) Ltd situated at 2929 William Nicol Drive, Bryanston, Johannesburg, 2021 (“**Samsung**”). Mastercard and Samsung have appointed Egg Entertainment and Productions (Pty) Ltd to assist in organising and executing the Competition (collectively referred to as “**the Promoters**”)

A. Competition and Competition Period

1. The Promoters are running the Competition aimed at driving awareness of Mastercard and the APP.
2. The Competition will run at the various participating malls between 10am and 6pm. The participating malls are as follows
 - a. Tygervalley – 30 October to 11 November 2018 (both dates inclusive);
 - b. Mall of Africa – 6 November 2018 to 19 November 2018 (both dates inclusive);
 - c. Menlyn Mall – 20 November 2018 to 3 December 2018 (both dates inclusive); and
 - d. Gateway Mall – 4 December 2018 to 16 December 2018 (both dates inclusive).
3. Collectively, each of the separate periods referred to in clause A 2 above shall be referred to as (“the **Competition Period**”).
4. Collectively, each of the separate malls in clause A 2 above shall be referred to as (“the **Participating Malls**”).
5. The Promoters reserve the right, at their sole discretion, to change or extend the dates of the Competition. Any such change will be published on the Mastercard website <https://www.mastercard.co.za/en-za/consumers/features-benefits/samsung-pay.html> (“the **Website**”) and will be effective from the date on which they appear on the Website.
6. The Competition will take place exclusively in South Africa.

B. Eligibility

1. Subject to these Terms, in order to be eligible to participate in the Competition, participants must be:
 - 1.1. natural persons;
 - 1.2. citizens of the Republic of South Africa and/or a legal resident of the aforesaid country;

- 1.3. currently residing in the Republic of South Africa at the date of the commencement of the Competition Period;
 - 1.4. at least 18 (eighteen) years old, or if he or she is under the age of 18, have received consent from his/her legal guardian in order to be eligible to enter the Competition at the date of the commencement of the Competition Period.
 - 1.5. an existing cardholders of a Mastercard card ("**Relevant Card**"); and
 - 1.6. have a compatible Samsung Smart Phone ("**Phone**"). (Please note that the APP is supported on selected Samsung Galaxy devices. Current supported devices are listed on www.samsung.com/za/samsung-pay).
2. Holders of non-relevant cards and/or Phones, i.e. competitor cards and/or phones, are not eligible to participate in the Competition.
 3. Employees (whether permanent and/or contract), and/or directors of and/or consultants to any of the Promoters are not eligible to participate in the Competition. This shall include such person's respective immediate family members, meaning parents, spouse, children and/or siblings.

C. How to Participate

1. Participants will be eligible to win a daily prize ("the **Daily Prize**") and a weekly prize ("the **Weekly Prize**"). The Daily Prize and Weekly Prize shall collectively be referred to as "**the Prize**". A person entering the Competition by completing the requirements to win the Prize shall be known as a "**Participant**".
2. In order to be entered into the draw for the Daily Prize, a Participant must:
 - 2.1 download the APP on his/her Phone and register as required by the APP; and
 - 2.2 link the APP to his/her Relevant Mastercard; and
 - 2.3 make a retail purchase using the APP ("**Transaction**"); and
 - 2.4 visit the Mastercard Samsung Pay Exhibition stand ("the **Stand**") at each Participating Mall during the Competition Period and show his/her purchase using the APP to the assistant at the Stand
 - 2.5 Complete an entry form and put it into the official entry form box
 - 2.6 Participants will be allowed 1 entry per day for the Daily prize.
3. A Participant who fulfills all the requirements set out in Clause C 2 above will, subject to the Terms, be eligible to win the Daily Prize as set out in clause D of these Terms.
4. In order to enter the draw for the Weekly Prize, a Participant must:
 - 4.1 visit the Mastercard Samsung Pay Exhibition stand ("the **Stand**") at each Participating Mall during the Competition Period
 - 4.2 download the APP on his/her Phone and register as required by the APP; and

- 4.3 link the APP to his/her Relevant Mastercard
 - 4.4 provide the assistant at the Stand with his/her personal details that will be captured electronically. Upon providing the assistant at the Stand with his/her personal details, a Participant will be entered into a draw for the Weekly Prize.
5. A Participant who fulfills all the requirements set out in clause C 4 above will, subject to the Terms, be eligible to win the Weekly Prize as set out in clause D of these Terms.
 6. If a Participant is unable to download the APP or link the APP to his/her Mastercard, one of the assistants at the Stand will assist such Participant with downloading the APP and/or linking the APP to such Participant's Mastercard.
 7. A person winning a Daily Prize or a Weekly Prize shall be referred to "**a Winner**".

D. Winners and Prizes

1. A Participant who fulfills all of the conditions set out in clause C 2 above during the Competition Period for the Daily Prize will be entered into a draw for the Daily Prize.
2. A Participant who fulfills all of the conditions set out in clause C 4 above during the Competition Period for the Weekly Prize will be entered into a draw for the Weekly Prize.

3. Daily Prizes

- 3.1 Insofar as the Daily Prize is concerned, every day during the Competition Period at 13h45 a draw will take place where a Winner will be selected at random from the total pool of valid entries by Participants.
- 3.2 The draw will take place by means of an automated algorithmic draw.
- 3.3 The draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate.
- 3.4 The draw results to determine the winner are final and no correspondence will be entered into.
- 3.5 Each day during the Competition Period at each of the Participating Malls, one Participant will win the Daily Prize being a **Mastercard Cash Card pre-loaded with R1 000**.

4. Weekly Prizes

- 4.1 Insofar as the Weekly Prize is concerned, on Sunday of each week during the Competition Period, a draw will take place where a Winner will be selected at random from the total pool of valid entries by Participants.
- 4.2 The draw will take place by means of an automated algorithmic draw.
- 4.3 The draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate.
- 4.4 The draw results to determine the winner are final and no correspondence will be entered into.

4.5 Each week during the Competition Period at each of the Participating Malls, one Participant will win the Weekly Prize being a **Samsung Galaxy Note 9 Smartphone**.

5. One of the Promoters will contact the Winner(s) of the Competition telephonically on the phone number supplied by the Participant when downloading the APP in order to make suitable arrangements for all Prize redemptions. The Winner(s) will be notified within a one week period from the time of each draw during office hours. If contact is not made after five attempts, the particular Winner will be disqualified and a new Winner will be selected. The old Winner will be deemed to have forfeited the Prize and will have no further claims whether in relation to the Prize or otherwise against the Promoters (or any one of them).
6. If for any unforeseen reason the draw cannot take place on any of the aforesaid dates, then the Organiser will endeavor to conduct the draw within a reasonable period thereafter and shall provide details of the new draw date on the Website
7. Participants in the Competition must abide by all laws and regulations currently in place and the terms and conditions of the Promoters and/or the party(ies) providing a Prize (including all relevant rules pertaining to the holding of a Relevant Card and the Samsung Pay Terms of Service attached hereto marked "A"). The Promoters will not be responsible or bear the cost or any other incidental costs relating to the Competition.
8. All Prizes are given on a "as is" basis and are neither transferable nor exchangeable for credit or kind whether in part or in full.
9. A Participant can only win a Daily Prize once **and** a Weekly Prize once during the Competition Period. Should such Participant win a Prize a second time, this Prize will automatically be forfeited and another Winner will be drawn using the method as set out above.
10. All costs, fees and/or expenses incurred or to be incurred by the Participant(s) and/or Winner(s) in relation to the Competition and/or in claiming the Prizes, which shall include but not be limited to transaction costs, the entry costs and data costs used in downloading the APP shall be for the Participant's and or Winner's account.

E. Miscellaneous

1. Participants accept these Terms and any amendments made from time to time as binding upon them.
2. The APP is supported on selected Samsung Galaxy devices. Current supported devices are listed on www.samsung.com/za/samsung-pay.
3. Participants acknowledge the fact that data charges may be incurred for downloading the APP. Network rates apply.
4. In the event that a Participant wins a Prize and that Participant is not eligible to participate in the Competition and/or receive the Prize and/or is suspected of having committed any breach of these Terms, then the Promoters (or any one of them) reserve the right to disqualify such Participant from participating in the Competition and/or receiving the Prize. If such disqualification occurs

after the Prize is drawn and/or awarded, then the Participant who has won the Prize shall be obliged to immediately return the Prize to the relevant Promoter.

5. The decision of the Promoters (or any one of them), on all matters relating to the Competition will be final and binding. The Promoters reserve the right, without prior notice and at any time, to terminate the Competition, in whole or in part, or modify, suspend, or extend the Competition in any way. Such a determination may be made within the sole discretion of the Promoters' (or any one of them).
6. To the fullest extent permitted by law, each and every Participant agrees that he/she will not hold the Promoters and their officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that the Promoters may engage for the purposes of this Competition), liable for any loss or damage (howsoever such loss or damage occurs), that the such Participant may suffer in connection with the Competition.
7. The Promoters 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 the Promoters.
8. The Promoters (or any one of them) shall not be responsible for any defect or any other loss or damage that may be suffered in connection with the Prizes.
9. The Promoters reserve the right as they deem fit to vary or change any of the Terms from time to time or cancel, terminate, withdraw, or suspend this Competition and/or replace this Competition with another similar Competition or program without prior notice. Participants will be notified of such variations, changes, cancellation, termination, withdrawal or suspension by a post on the Website or in any other manner as the Promoters deem fit. In this respect, Participants signify his/her agreement to access the Website at regular intervals to view the Terms and to ensure that they are kept up-to-date with any variations or changes which the Promoters may effect to the Terms from time to time. For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by the Promoters of this Competition will not entitle Participants to any compensation against the Promoters (or any one of them) for any and all loss or damage that may be suffered or incurred by a Participant, as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension of the Competition.
10. Any term and condition contained in the Terms and/or which is applicable to this Competition 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.
11. These Terms are governed by and construed under the laws of South Africa.
12. **Participants hereby acknowledge and agree that the Promoters and each one of them exclude all warranties and/or liabilities in connection with the Prizes and/or the Competition. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Competition, redemption and/or usage of the Prizes. The Promoters shall not be held responsible for any loss, damage or injury (including death) in**

any manner whatsoever suffered by any Participant as a result of the participation in the Competition and/or use of the Prizes.

- 13. Should a participant who receives a Prize lose or damage the Prize, the Promoters and each one of them shall not be liable or obliged to recognize or replace lost or stolen Prizes save where such loss is not due to the fault of the Promoters (or any one of them).**
14. Participants in and/or Winners shall be given the option to consent to having his/her name and likeness used on the Mastercard and/or Samsung website or on any other Mastercard and/or Samsung advertising or publicity relating to the Competition.
15. Participants consent to the Promoters (or any one of them) disclosing their particulars in such Promoter's possession to any other Promoter for purposes of the Competition. Such particulars shall be limited to an Eligible Person's name, address, email address and telephone numbers and shall be used solely for purposes of the Competition. The processing of such information will be in accordance with each of the Promoter's privacy policies and each of the Promoters undertake that they will comply with any existing laws and/or regulations which govern the protection of personal information.