

## THE COMPETITION RULES OUR LAWYERS WANT YOU TO READ

### 1 INTERPRETATION

In these Competition Rules, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

- 1.1 **"the Act"** means the Consumer Protection Act 68 of 2008, as amended;
- 1.2 **"Business Day"** means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;
- 1.3 **"Campaign Site(s)"** means any digital or online interface and/or Website(s) developed and deployed by the Promoter and which the Promoter makes available to the Participant and which facilitates the engagement between the Promoter and the Participant on matters pertaining to the Competition;
- 1.4 **"Competition"** means this Competition being undertaken or conducted by the Promoter as detailed in these Competition Rules;
- 1.5 **"Competition Rules"** means these rules contained herein pertaining to the Promotional Competition, as required by Section 36 of the Act;
- 1.6 **"Customer(s)"** means any natural person(s), or where applicable juristic person(s), with whom the Promoter has concluded an agreement, as well as any Participants who participate in the Promotional Competition;
- 1.7 **"Data Subject"** means any Customer(s), Participants or Third Parties;
- 1.8 **"Entry Confirmation"** means the automated confirmatory message received upon submission of the Participant's entry;
- 1.9 **"GDPR"** means the General Data Protection Regulation, which is a European law that governs all collection and processing of personal data from individuals inside the European Union;
- 1.10 **"Marketing Channel(s)"** means the various social media, digital, sms and email marketing channels which the Promoter deploys from time to time;
- 1.11 **"Participant"** means any natural person who qualifies in terms of clause 4 hereof and who enters into the Promotional Competition in terms of clause 5 hereof;

- 1.12 **"Personal Data"** (as defined in Article 4 of the GDPR) means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly;
- 1.13 **"Personal Information"** shall have the same meaning as is given in section 1 of POPIA;
- 1.14 **"Privacy Policy"** means the Data Protection and Privacy Policy to which these Competition Rules relate and which can be sourced at [www.thinkmoney.co.za](http://www.thinkmoney.co.za);
- 1.15 **"Promoter"** means Thinkmoney;
- 1.16 **"Promotional Competition"** means the Competition to which these rules pertain as run by the Promoter during the Promotion Period;
- 1.17 **"Promotion Period"** means period communicated through the relevant Campaign Site(s) and Marketing Channel(s) in relation to the Promotional Competition;
- 1.18 **"POPIA"** means the Protection of Personal Information Act, No 4 of 2013;
- 1.19 **"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information/Personal Data, including:
- 1.19.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- 1.19.2 dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or
- 1.19.3 merging, linking, blocking, degradation, erasure or destruction. For the purposes of this definition, **"Process"** has a corresponding meaning
- 1.20 **"Prize"** means any prescribed prize(s) or benefit(s) as determined by the Promoter in respect of the Promotional Competition, the particulars of which will be published in accordance with the provisions of clause 6 below;
- 1.21 **"Regulator"** means the Information Regulator established in terms of POPIA;
- 1.22 **"Responsible Party"** means in the context of these Competition Rules, the Promoter;
- 1.23 **"Services"** means the various consumer marketing services provided by the Promoter to its Customer(s), the particulars of which services are clearly set forth on the Promoter's Website from time to time;
- 1.24 **"Thinkmoney"** means Thinkmoney (Pty) Ltd t/a Data Inc. Technologies (Registration Number: 2004/029728/07), which is a private company registered in terms of the Company Laws of South Africa, is the provider of various consumer marketing services and has its business address at Block D, Willow Wood Office Park, Broadacres, Johannesburg, 0174;

- 1.25 **"Special Personal Information/Data"** means Personal Information/Personal Data concerning, amongst other aspects contemplated in terms of section 26 Part B of POPIA, a Data Subject's, religious beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life, biometric data, or criminal behaviour;
- 1.26 **"Third-Party"** means any third party which provides Services as contemplated herein above;
- 1.27 **"Third-Party Services"** means any third-party services provided by any Third Party described herein above;
- 1.28 **"Website"** means the website owned and operated by the Promoter sourced at [www.thinkmoney.co.za](http://www.thinkmoney.co.za);
- 1.29 **"Winner"** means the Participants who are successful in the Promotional Competition and are notified as such by the Promoter in terms of clause 7.

## 2 INTRODUCTION

- 2.1 The Promoter is offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win one of the Prizes.
- 2.2 The Promoter hereby imposes the following Competition Rules in terms of Section 36 of the Act.

## 3 THE ACT

- 3.1 The Competition Rules contain certain terms and conditions which may –
- 3.1.1 Limit the risk or liability of the Promoter, or any relevant Third Party; and/or
- 3.1.2 Create risk or liability for the Participant; and/or
- 3.1.3 Compel the Participant to indemnify the Promoter or a relevant Third party; and/or
- 3.1.4 Serve as an acknowledgement, by the Participant, of certain facts; and/or
- 3.1.5 Require the Participant to consent to the Processing of his or her Personal Information/Personal Data for the purposes identified in clause 11 below.

## 4 THE PARTICIPANT

- 4.1 The Participant must be:
- 4.1.1 a natural person and may not be a juristic person;
- 4.1.2 18 years or older;

- 4.1.3 in possession of a valid passport in respect of his or her country of citizenship.
- 4.2 The Participant by entering into the Promotional Competition expressly acknowledges that he/she has read these Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to these Competition Rules.
- 4.3 It is a material term of the Promotional Competition that all Participants' to this Promotional Competition participate entirely at their own risk.
- 4.4 No director, employee, agent or consultant of the Promoter or organiser, or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this Competition may participate in this Competition.
- 4.5 Anyone who within a period of 180 days preceding this Competition has won any competition organised, promoted, or conducted by the Promoter, who resides at the same address as such a Winner, or who uses the same telephone number and/or email address to enter this Competition may not participate in this Competition. Should such individual(s) participate in this Competition as a Participant, such individual shall not be eligible to become a Winner as contemplated in terms of these Competition Rules.

## 5 **ENTRY RULES**

- 5.1 To enter into this Competition, Participants will be required to:
  - 5.1.1 Provide the Promoter with the Personal Information/Personal Data requested by the Promoter through functionality on the Campaign Site(s); and
  - 5.1.2 Consent to the Processing of their Personal Information for the purpose(s) identified in these Competition Rules.
- 5.2 Participants must retain their Entry Confirmation, as should it be necessary to verify their entry and participation, the Promoter reserves the right to call upon the production of their Entry Confirmation.
- 5.3 Entries will be limited to 1 entry per submission via the Campaign Site.
- 5.4 In order to enter the weekly/monthly/quarterly, a new entry should be made during the relevant Promotion Period.

## 6 **THE PRIZES**

- 6.1 There are a various Prizes to be won during the Promotion Period and the period of the Competition.

- 6.2 The particulars of the various Prizes, the dates upon which and means through which such Prizes can be redeemed will be published on the Promotor's Campaign Site(s), as well as be communicated to Participants via the relevant Marketing Channel(s).
- 6.3 Prizes will be awarded as follows:
- 6.4 Participants will be required to supply their Personal Information/Personal Data in order for the Promoter to transfer their Prizes to them.
- 6.5 It is specifically recorded that the Promoter will not be held responsible for Prizes distributed to Winners who have supplied the incorrect Personal Information/Personal Data required for the Prize to be awarded.

## 7 THE WINNERS

- 7.1 There will be a prescribed number of Winners selected in total, which prescribed number shall be published on the Promotor(s) Campaign Site(s) and to Participants via the relevant Marketing Channel(s) throughout the Promotion Period.
- 7.2 All Winners will be selected by an independent auditor nominated by the Promoter and will be notified via the relevant Campaign Site(s) or Marketing Channels selected by the Promoter and to which the Competition relates. In the event that any of the Winners do not successfully redeem their Prizes within 60 days, the Promoter reserves the right to select another Winner in substitution. The names of the Winners will be available on the Promoters Website alongside the relevant campaign to which the Competition relates.
- 7.3 By participating in the Promotional Competition, the Winners hereby accept that they might be required to take part in further publicity relating to the Promotional Competition. By participating in this Competition, the Winners agree to allow their names and likenesses to be used for promotional purposes aligned with the Promoter's business, including but not limited to posting photos and the Participant's Personal Information/Personal Data to the Promoter's Website(s), Facebook or any other digital or social media interfaces.
- 7.4 The Winners hereby acknowledge that by participating in this Competition, the Promoter will be Processing their Personal Information/Personal Data and the Winners specifically consent to the Promoter Processing any Personal Information/Personal Data which is collected through the Competition for purposes of not only adjudicating the Competition, but also for purpose(s) of marketing the Promoters Services and the products and services of any Third Parties and/or Customer(s) to the Winners.
- 7.5 Where the Participants/Winners consent to take part in any of the Promoter's publicity campaigns, they acknowledge that they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole and exclusive property of the Promoter.

## 8 THE RULES

8.1 The following rules apply to the Promotional Competition:

8.1.1 The Participants must provide correct and up-to-date Personal Information/Personal Data, as required by the Promoter pursuant to each engagement with the Promoter via the relevant Campaign Site(s) or Marketing Channels and allow the Promoter to Process such Personal Information/Personal Data in terms of Applicable Laws.

8.1.2 The Promoter reserves the right to amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate the Promotional Competition at any time. In such event, where the Promotional Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they have no recourse against the Promoter, their employees, agents, partners, suppliers, or sponsors.

8.1.3 In the event of a dispute, the decision of the Promoter will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the Competition Rules) in their sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from this Promotional Competition.

8.1.4 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Competition Rules by a Participant, determined in the Promoter's sole discretion, may result in disqualification from the Promotional Competition and ineligibility to win any Prizes.

## 9 INDEMNITY

9.1 By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:

9.1.1 The Participant indemnifies and holds harmless the Promoter and its promotional partners, their directors, employees, their agents ("the Indemnified Parties") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy, or any claims in terms of POPIA;

- 9.1.2 The Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming the relevant Prizes.

## 10 PRIZE QUALIFICATION RULES

- 10.1 Participation in the Promotional Competition constitutes acceptance of the Competition Rules.
- 10.2 By entering the Promotional Competition, Participants consent to their Personal Information/Personal Data being used for any other marketing campaigns undertaken by the Promoter.
- 10.3 The Winners will be notified through the publication of the Competition Results on or through the Promoter's Campaign Site(s), Website, Facebook or relevant social media or digital platforms.
- 10.4 A Prize may not be handed over to a Winner when it is prohibited by law for the Winner to use the Prize. When required, the Winner must prove their eligibility to use the Prize. Once the Winner has been notified and the prize has been handed over, the Winner must acknowledge receipt of the Prize.
- 10.5 The Promoter reserves the right to substitute the Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion.
- 10.6 For further information surrounding the competition, please visit the Promoter's Website at [www.thinkmoney.co.za](http://www.thinkmoney.co.za).

## 11 THE PROCESSING OF PERSONAL INFORMATION/ PERSONAL DATA

- 11.1 The Promoter undertakes to process any Personal Information/Personal Data in a manner which promotes the constitutional right to privacy, retains accountability and Data Subject participation.
- 11.2 Data Inc. may from time to time Process Personal Information/Personal Data by making use of automated means (without deploying any human intervention in the decision-making process) to make decisions about the Data Subject or their application. In this instance it is specifically recorded that the Data Subject may object to or query the outcomes of such a decision.
- 11.3 The Participant, by part taking in the Promotional Competition, expressly consents to his/her Personal Information/Personal Data to be Processed for the following purposes:

- 11.3.1 For the Promoter to onboard the Participant as a Customer(s) as contemplated in terms of these Competition Rules, and specifically in terms of the provisions of section 69(3) of POPIA;
- 11.3.2 To share the Participant's Personal Information/Personal Data with the Promoter's Customer(s), employees, contractors, agents or affiliates for the purpose of undertaking this Promotional Competition;
- 11.3.3 To provide or manage any information and Services requested by the Participant in general and in his/her capacity as a Customer of the Promoter;
- 11.3.4 To establish a Participant's needs, wants and preferences in relation to the Services provided by the Promoter or any other Third Party or Customer(s) with whom the Promoter shares the Participant's Personal Information/Personal Data;
- 11.3.5 To help the Promoter to identify Participant's when they engage with the Promoter via the various Campaign Site(s) and Marketing Channels;
- 11.3.6 To facilitate the delivery of the Services and/or Third Party Services to the Participant's in their capacity as Customer(s) and/or Data Subjects in general;
- 11.3.7 To allocate unique identifiers to Participant's for the purpose of securely storing, retaining and recalling their Personal Information/Personal Data from time to time;
- 11.3.8 To maintain records of Participant's for research and statistical purposes;
- 11.3.9 To transact with Third Parties;
- 11.3.10 To transfer Personal Information/Personal Data to any Third Party and/or Customer(s) in order to enable the Promoter to market their products and/or services to Participants;
- 11.3.11 To transfer Personal Information/Personal Data to any affiliate(s) so as to enable the Promoter and its Customer(s) to make use of the services provided by the relevant affiliate(s) and in turn enable the delivery of the Services and/or Third-Party Services to Participants who are considered to be Customers of the Promoter;
- 11.3.12 To transfer Personal Information/Personal Data across the borders of South Africa to other jurisdiction;
- 11.3.13 To carry out analysis and profiling of the Participant;
- 11.3.14 To identify other products and services which might be of interest to the Participant and the Promoter's Customer(s) and Data Subjects in general, as well as to inform them of any Third-Party Products and Services.



## 12 **OBJECTIONS TO THE PROCESSING OF PERSONAL INFORMATION/PERSONAL DATA**

- 12.1 In the event that any Participant wishes to object to the Processing of his or her Personal Information/Personal Data, which right the Participant is at all times entitled to exercise, the Participant must please direct such a request to the Promoter's Information Officer at the following email address [complaints@datainc.tech](mailto:complaints@datainc.tech)