

TERMS AND CONDITIONS

NO SECONDARY PURCHASE OR PAY-TO-WIN IS NECESSARY TO ENTER OR WIN. TAKING OUT A NEW LOAN WILL NOT IMPROVE YOUR CHANCES OF WINNING. ENTRY IS OBTAINED THROUGH THE FULL SETTLEMENT PAYMENT OF AN EXISTING AND QUALIFYING LOAN ACCOUNT WITH THE SPONSOR - ONLY. THIS LUCK DRAW IS VOID WHERE SAME IS PROHIBITED BY LAW. THE LUCK-DRAW IS INTENDED TO PROMOTE AND EDUCATE CONSUMERS ABOUT HEALTHY CREDIT BEHAVIOUR.

All people entering this competition (the "entrants") agree that the competition rules as set out in these terms and conditions are binding on them. A copy of these competition rules is available to all entrants and can be downloaded from <https://finance27.co.za>.

1. INTRODUCTION

The Lucky Draw is a promotion (the "Promotion") for loan account holders of the Sponsor ("Account Holders"). To qualify, an Account Holder must settle their loan account in full, on or before its due date, and the account must be in good standing. Upon meeting these criteria, the Account Holder will receive 1 (one) free entry into a draw for a chance to win a cash prize, all as set out in these terms and conditions.

2. THE SPONSOR

The Sponsor, organiser and promoter of this Lucky Draw is Finance Twenty Seven Micro Finance Institution (Pty) Ltd ("*Finance 27*"), which is a registered credit provider, with registration number: NCRCP7084 (hereinafter "*Sponsor*").

3. ELIGIBILITY REQUIREMENT

- 3.1. The Lucky Draw (the "*Promotion*") is only open to those Entrants that have fully complied with the following eligibility criteria ("*Entry Criteria*"):
 - 3.1.1. are a legal resident of South Africa at the time of entry;
 - 3.1.2. 18 years of age or older at the time of entry.
 - 3.1.3. an existing client of the Sponsor;
 - 3.1.4. is not employed, a spouse of, or a family member of such related person to the Sponsor or any of its affiliated companies, as the case may be;
 - 3.1.5. qualifying loan account capable of full and final settlement within the Promotional period;
 - 3.1.6. no conduct of the Entrant is found to have voided the Lucky Draw.
- 3.2. Employees, officers, and directors of the Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and their immediate family members are not eligible.
- 3.3. The Promotion is subject to all applicable national legislation, including but not limited to the Consumer Protection Act 68 of 2008 and any regulations issued thereunder.

4. PROMOTIONAL PERIOD

- 4.1. The Lucky-Draw will start at the beginning of each competition month, begins on the 1st day of the month (the "*Start Date*") and ends on last payment due date of that respective month, being on or before the 28th day of that month (the "*End Date*") (collectively the "*Promotional Period*").
- 4.2. To qualify for each draw, the full and final settlement payment of that Entrant's loan account, is to be paid / settled, received and cleared in the Sponsor's bank account during the payment due date of that Promotional Period, being up to eight (8) days after the close of that Promotional Period, and which payment is tracked in terms of your loan account terms and conditions, and the Promoter's automated payment system.

5. ENTRY, HOW TO

- 5.1. Automatic Entry via Qualifying Settlement Payment: Eligible clients will receive one (1) entry into the Lucky Draw for the relevant monthly draw, in that month of which the qualifying payment is received, and upon
 - 5.1.1. the full and final settlement of their designated loan account;
 - 5.1.2. with the settlement payment reflecting as "*cleared*" funds in the Sponsor's bank account, on or before the last business day of each collection period, during the Promotional Period.
 - 5.1.3. There is a strict limit of 1 (one) entry per eligible account, per Promotional Settlement Period.
- 5.2. An entry is immediately void and disqualified if the qualifying settlement payment is reversed, recalled, subject to any form of chargeback, complaint, or fails to clear for any reason before the draw date. The Sponsor's determination of a qualifying entry shall be final and binding.
- 5.3. Entry is automatic and recorded through the Sponsor's internal payment processing systems. No separate form or additional action is required from the entrant.
- 5.4. In the event an Entrant is drawn but is subsequently void or disqualified, a new draw will take place within 48 (Forty-Eight) hours from such an instance occurring.

6. THE PRIZE

- 6.1. 1 (One) winner will be selected each settlement Promotional Period, to receive a cash prize of: **R 10,000.00 (Ten Thousand Rand Only) (the "*Lucky-Draw Prize*")**.
- 6.2. The Prize will be paid, via electronic funds transfer (EFT), into a South African bank account in the winner's name, within 30 (thirty) business days of verification, validation, and the completion of any required documentation (such as a banking letter or similar proof) is received from the contacted winner.
- 6.3. The Prize is non-transferable, non-negotiable, except at the sole discretion of the Sponsor.
- 6.4. The winner is responsible for any and all applicable tax liabilities associated with the Prize, and indemnifies the Sponsor from any such liability.
- 6.5. The Sponsor may issue documentation required for tax purposes in accordance with any requirements of the South African Revenue Service ("*SARS*") and/or any secondary regulatory organisation.

7. WINNER SELECTION & NOTIFICATION

- 7.1. A winner for each settlement cycle / monthly draw will be selected by means of a random draw conducted by an independent auditor, attorney, accountant, or suitably independent person as is required by the applicable law.
- 7.2. The odds of winning depend solely on the number of eligible entries received during the relevant settlement period, with each entry having an equal chance of being drawn.
- 7.3. The potential winner will be notified using the contact details on the account with the Sponsor (being via telephone, email, and/or SMS) within 15 (fifteen) business days following the draw.
- 7.4. For transparency purposes and in accordance with applicable law, the winner's first name, surname initial and province of residence may be published on the Sponsor's website and/or social media platforms, only after express consent from the winner has been received. No personal information will be published without the winner's written consent thereto.
- 7.5. Your personal data will be used to enter the Entrant into the Lucky-Draw and for the Sponsor's, its affiliates and subsidiaries' marketing purposes and, by participating in the Lucky-Draw, the Entrant consents to the transfer, storage and processing of the data in South Africa, which consent may be withdrawn at any time by written notification to the Sponsor. The Sponsor will keep your personal data to fulfil the purposes for which it was

collected or as required by applicable laws or regulations, which does not include publication of this information without your consent.

- 7.6. The Sponsor reserves the right to circulate the Entrant's personal information for purposes of this Lucky-Draw and the Entrant, by electing to participate in this Lucky-Draw hereby irrevocably and unconditionally consents to the processing, storage, distribution and/or further processing of its personal information as defined in the Protection of Personal Information Act, 4 of 2013 for the purposes contemplated herein.
- 7.7. The potential winner may be required to sign an eligibility form, liability waiver, and a publicity release / consent. Failure to respond to the notification/communication within 7 (seven) business days, or failure to provide the required documentation, will result in prize forfeiture, and an alternate winner may then be drawn, in terms of these terms and conditions.

8. GENERAL CONDITIONS & DISCLAIMERS

- 8.1. Participation in this Promotion constitutes acceptance of these Terms and Conditions. The Entrant acknowledges that by submitting his or her entry to the Lucky-Draw he/she has been given an appropriate opportunity to first read these Terms and Conditions before entering and that he/she understands and accepts these Terms and Conditions, as contained herein.
- 8.2. All Entrants to the Lucky-Draw participate entirely at their own informed risk.
- 8.3. This Promotion is intended to reward positive credit behaviour.
- 8.4. Participation does not alter any rights and obligations under the credit agreement entered into and concluded with the Sponsor.
- 8.5. Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Entrants or the Sponsor in terms of the Consumer Protection Act, 68 of 2008 ("CPA")
- 8.6. Notwithstanding participation in this Promotion, it remains in every Client's best financial interest to settle their outstanding debt obligations in a responsible and timely manner, as consistent debt repayment is fundamental to maintaining a healthy credit record and personal credit profile.
- 8.7. Entrants indemnify and hold harmless, without limitation, the Sponsor, its affiliates, and their respective officers, directors, and agents from any liability arising from participation in the Promotion or the acceptance, use, or misuse of the Prize.
- 8.8. The Sponsor reserves the right to cancel, suspend, or modify the Promotion if required, to ensure fairness, integrity, or compliance with applicable law (as the case may be), and to disqualify any entrant who violates these Terms and Conditions, or acts in a disruptive manner, including invalidating any entry.
- 8.9. All decisions by the Sponsor regarding the interpretation of these Terms and Conditions and the administration of the Promotion are final and binding.
- 8.10. This Promotion does not constitute an inducement to enter into any agreement for credit and does not alter any affordability assessment or lending criteria applied by the Sponsor, as the case may be.
- 8.11. The Sponsor accepts no liability for: (a) any error, omission, interruption, deletion, defect, or delay in operation or transmission; (b) theft, destruction, or unauthorised access to, or alteration of, entries; or (c) any technical malfunction of any network, telephone lines, computer systems, servers, providers, or software, including the failure of any entry to be received. This includes, but is not limited to, any injury or damage to any person's computer relating to participation in this Lucky Draw or downloading any materials from it.
- 8.12. This Lucky-Draw is not administered, organised and/or endorsed by Facebook or any other social media forum. Entrants acknowledge that by participating in the Lucky Draw the Participant is providing his/her information to the Sponsor and not to Facebook or any

other social media platform. Any questions and/or complaints relating to the Lucky-Draw must be sent to the Sponsor directly.

8.13. The Sponsor reserves the right to amend these Terms and Conditions as well as terminate the Lucky-Draw at any time. In the event of such termination, all Entrants agree to waive any rights that they may have in terms of the Lucky-Draw and acknowledge that they will have no recourse against the Sponsor, its advertising agencies, advisors, suppliers and nominated agents.

8.14. By entering the Lucky Draw in accordance with its terms, Entrants acknowledge that the Lucky-Draw will be managed in accordance with the provisions of the CPA. Winners undertake to expeditiously do all things necessary to enable the Sponsor to comply with their obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity) and (ii) signing receipt of the prize upon its collection at a location, date and/time as stipulated by the Sponsor in correspondence to the winner. The Sponsor and its affiliates will collect and use your personal data listed herein in order to enable your participation in this Lucky-Draw and for related online activities.

9. **GOVERNING LAW & DISPUTES**

These Official Rules and the Promotion are governed by the laws of the Republic of South Africa. Any disputes shall be subject to the exclusive jurisdiction of the South African courts.

10. **AVAILABILITY OF THE RULES**

For a copy of these Official Rules please visit <https://finance27.co.za>