



Brookside Office Park, Lansdowne Building
11 Imam Haron Road
Claremont
Western Cape
7708

t. +27 (0)21 300 4455
e. info@payfast.co.za
w. www.payfast.co.za

Mastercard PayFast Competition for Merchants: TERMS & CONDITIONS

The terms and conditions set out below (“Terms”) govern the participation in and implementation of related administrative matters pertaining to a 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”), and PayFast (Pty) Ltd, a private company with its registered address at Brookside Office Park Lansdowne Building, 11 Imam Haron Road, Claremont, Western Cape, 7735 (“PayFast”). Mastercard and PayFast have appointed Egg Entertainment and Productions (Pty) Ltd (“Egg”) to assist in organising and executing the Competition.

A. Competition and Competition Period

1. A competition is being run to promote both Mastercard and PayFast (“**the Competition**”) on the terms and conditions set out below.
2. Mastercard and PayFast (or their nominees which shall include their respective directors, employees and agents (including Egg) are collectively referred to as “**the Promoter/s**”).
3. The Competition will run for nine weeks from 1 August 2021 to 30 September 2021 [DB1] (both dates inclusive) (“**the Competition Period**”).

B. How to Participate

1. Merchants must share the consumer competition on their social media platforms, using #StartSomethingPriceless, plus tagging PayFast and MasterCard.
 - a) PayFast handles are:
 - @payfast on Facebook and Twitter
 - @payfastsa on Instagram
 - b) MasterCard handles are:
 - @mastercardmea on Twitter and Instagram
 - @mastercard on Facebook



Brookside Office Park, Lansdowne Building
11 Imam Haron Road
Claremont
Western Cape
7708

t. +27 (0)21 300 4455
e. info@payfast.co.za
w. www.payfast.co.za

C. Eligibility

1. Subject to these Terms, only persons who are active PayFast merchants, and are South African citizens or permanent residents may participate in the Competition.
2. The following persons are **NOT ELIGIBLE** to participate in the Competition:
 - 2.1. Employees (whether permanent and/or temporary), and/or directors of and/or consultants/agents to any of the Promoters. This shall include such person's immediate family members, meaning parents, spouse, children and/or siblings.
 - 2.2. PayFast merchants that have not received a payment over the past 6 months
 - 2.3. PayFast merchants that do not use card payments as a PayFast payment method
 - 2.4. Any person who is under 18.
 - 2.5. Any persons who are NOT South African citizens or permanent residents.

D. Winners and Prizes

1. During the Competition Period, the Promoters will select one winner per week of the Competition. A week will commence on each Monday at 00:00 during the nine-week Competition Period and terminate on 23:59 on the immediately following Sunday during the Competition Period ("**Round**").
2. The Promoters will select one winner in each Round ("**Winner**") by a panel of judges.
3. There are a total of nine (9) prizes valued at R10 000 each given via virtual MasterCard and a Winner will only be eligible to win one of these prizes during the Competition Period ("**Prizes**").
4. Prizes will be drawn weekly during the Competition Period. A total of one Prize will be awarded to a Winner for each Round during the Competition Period. Each weekly draw will take place on each Tuesday during the Competition Period (save that there shall be no draw on the first Tuesday during the Competition Period) or such other day as the Promoters may, at their sole discretion, nominate from time to time. The final weekly draw shall occur on the first Tuesday following the end of the Competition Period.
5. The Promoters will contact each of the nine Winners via direct message on social media or by email, using the email address the Winner used to sign up with PayFast.



Brookside Office Park, Lansdowne Building
11 Imam Haron Road
Claremont
Western Cape
7708

t. +27 (0)21 300 4455
e. info@payfast.co.za
w. www.payfast.co.za

- 5.1 Once contacted by the Promoter the Winner will need to confirm their first name, surname, merchant ID and elect whether to accept the Prize;
 - 5.2 The Winner will be deemed to have agreed to be bound by these Terms if they elect to accept the Prize;
 - 5.3 Should a Winner accept the Prize, the Promoter will send a written confirmation of this to the Winner either via email or direct message on social media at the Winner's election;
 - 5.4 The Winner must respond to the written confirmation with YES to confirm their acceptance of the Prize and that they are bound by these Terms within 48 hours of receiving written confirmation from the Promoters.
 - 5.5 Within 10 business days of receiving a "YES" from a Winner, PayFast will provide the Winner with details of a virtual MasterCard card loaded with the Prize of R10 000.
6. Should the Promoter be unable to contact a Winner after three attempts during the 48 hours such Winner ("**the Old Winner**") will forfeit his/her entitlement to the Prize and a new Winner will be selected using the same method as outlined above. The Old Winner will have no further claims against the Promoters, whether in relation to the Prize or otherwise.
7. The following **additional Terms** shall apply to the Prizes:
- 7.1 All Prizes are given on an "as is" basis and are not transferable, nor exchangeable for credit, money or kind whether in part or in full.
 - 7.2 A Participant can only win one Prize during the Competition. Should a Participant win more than one Prize, the additional prizes will automatically be forfeited, and another Winner will be drawn using the method outlined above.
 - 7.4 All costs, fees and/or expenses incurred or to be incurred by Participants including Winner(s) in relation to the Competition, which shall include but not be limited to transaction costs, shall be for the Participant's and/or Winner(s)'s account.
 - 7.5 The Winner(s) must abide by the Terms as well as all laws and regulations in place. The Winner(s) must also abide by the terms and conditions of the party(ies) arranging and/or providing the Prizes and the terms and conditions attached to the Prizes, if any. The Promoters will not be responsible or bear the cost of any other incidental costs relating to a Participant's participation in the



Brookside Office Park, Lansdowne Building
11 Imam Haron Road
Claremont
Western Cape
7708

t. +27 (0)21 300 4455
e. info@payfast.co.za
w. www.payfast.co.za

Competition. Successful transactions must be made within the Competition Period and Transactions made outside of the Competition Period will not qualify for the Competition.

E. Indemnities

1. To the fullest extent permitted by law, there are no, and the Promoters expressly exclude(s) and disclaim(s) any, representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or suitability or fitness for a particular purpose in respect of the Prizes.
2. Participants and/or Winner(s) hereby acknowledge and agree that the Promoters exclude(s) all warranty and/or liability 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 the Participants as a result of the participation in the Competition and/or the use of the Prizes.
3. The Promoters shall not be liable for or obliged to recognise or replace lost or stolen Prizes where such loss or damage in respect of Prizes is not due to the fault and/or gross negligence of the Promoters.
4. The Promoters shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes. Any dispute in relation to the warranty or quality of any Prizes or any terms and conditions in respect thereof shall be settled directly between the relevant Winner(s) and the relevant supplier. The Promoters will bear no responsibility for resolving any dispute and the Winner(s) must liaise directly with the relevant supplier and not the Promoters in this regard.

F. Miscellaneous

1. Participants and/or Winner(s) who participate in this Competition agree to be bound by these Terms and the decisions of the Promoters (or any one of them).
2. The Promoters (or any one of them) may, in terms of these Terms, use a Participant's personal information and disclose such personal information in such Promoter's possession to



Brookside Office Park, Lansdowne Building
11 Imam Haron Road
Claremont
Western Cape
7708

t. +27 (0)21 300 4455
e. info@payfast.co.za
w. www.payfast.co.za

any other party solely for purposes of the Competition. The purpose of such use or disclosure of personal information shall be limited and used solely for purposes of the Competition. The processing of such disclosed personal information will be in accordance with each of the Promoter's privacy policies which are available on request and each of the Promoters undertake that they will comply with their privacy policies, and any existing laws and/or regulations which govern the protection of personal information.

3. The decision of the Promoters (or any one of them), on all matters relating to the Competition will be final and binding.
4. The Promoters reserve the right, without prior notice, at any time and at their sole discretion, to replace the Competition with another similar competition; to cancel, 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). For the avoidance of doubt, any cancellation, termination, modification, extension, withdrawal, replacement 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 such act.
5. 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.
6. The Promoters reserve the right as they deem fit and at their sole discretion to vary or change any of the Terms from time to time. Any such variations, changes, cancellation, termination, withdrawal or suspension will be posted on Mastercard's website (www.mastercard.co.za) [DB3] (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 affect to the Terms from time to time.
7. All Winners hereby consent and agree to be photographed and to have their photographs posted, published, exhibited or otherwise used by the Promoters and their authorised agents (without the need for further consent from the Winners) together with any write-up, testimonial or editorial that the Promoters in their sole discretion may deem necessary relating to the Competition and the Prize ("**Testimonials**"). The Winners consent and agree that the Testimonials may be published on any platforms, media or social network pages that the



Brookside Office Park, Lansdowne Building
11 Imam Haron Road
Claremont
Western Cape
7708

t. +27 (0)21 300 4455
e. info@payfast.co.za
w. www.payfast.co.za

Promoters deem fit, including without limitation the Facebook pages of PayFast and Mastercard, for the Competition Period and a period of 12 months from the end of the Competition Period and that they will not be compensated for the publication of the use of their image and/or Testimonials. For the avoidance of doubt, Winners acknowledge and understand that third parties may use, copy and distribute such Testimonials and the Promoters will not be responsible for any such third party actions or any consequences arising therefrom. Winners further hereby consent and agree to the posting, publication and / or exhibition of their name on any platform on which the Testimonials are posted, for as long as the Testimonials are available on such platform.

8. Should a Winner at any time withdraw his/her consent for the Promoters to use his/her image, Testimonials or personal information for the purposes set out in these Terms, then the balance of any money remaining in the PayFast account shall immediately be forfeited and the Promoters may, at their election, demand that any portion of the Prize which has been spent, be refunded to the Promoters or any one of them. Such Winner will forfeit the Prize and will have no further claims against the Promoters or any one of them in relation to the Prize or otherwise.
9. By consenting to be photographed, each Winner grants the Promoters (and their authorised agents) an irrevocable, royalty-free, worldwide license ("**License**") to use, reproduce, distribute, display, perform, redact, edit, republish, sublicense, translate, copy and create derivative works from the Testimonials, in any media now known or hereafter developed, without any payment, compensation or further notification to or permission from the Winner and without any right to inspect, approve or edit such Testimonial.
10. Winners shall have no claim against the Promoters whatsoever, including but not limited to any claims relating to License and/or the use of their name, image, likeness or identity, or for any claims, harm, losses or damages which Winners might suffer as a result of the publication of the Testimonials on the terms contained herein.



Brookside Office Park, Lansdowne Building
11 Imam Haron Road
Claremont
Western Cape
7708

t. +27 (0)21 300 4455
e. info@payfast.co.za
w. www.payfast.co.za

-
11. 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.
 12. These Terms are governed by and construed under the laws of South Africa.
 13. This is the sole agreement between the parties relating to the Competition and all the Terms are contained herein
 14. Should a Winner be unable to access the Prize which does not arise from any act of the Promoters, the Promoters and each one of them shall not be liable in any manner whatsoever to the Winner for such occurrence and/or any loss resulting from the Winner being unable to access the Prize.