

Google Pay Client Competition Rules

Prizes

2 x Google Pixel Pro 6 smartphones valued at R15 000 each

Competition period

Competition period 3 October – 1 November 2022.

How to enter

You will automatically be entered into the lucky draw if you complete these steps:

1. Install the Google Wallet app
2. Add your Capitec debit or credit card in Google Wallet
3. Do 3 or more transactions using Google Pay with your Capitec debit or credit card

Competition terms and conditions

1. The name of the competition is “Google Pay Client Competition” and Capitec is the promoter
2. The Organiser of the Competition is Google South Africa , Registration number: 2006/035611/07 and/or its agencies, in conjunction with Capitec Bank Limited, Registration Number: 1980/003695/06 (“hereinafter referred to as the Organisers”).The Competition will run for the Competition Period, and may be extended or curtailed at the discretion of the Organisers without any prior notice to the participant
3. The competition will run from 3 October – 1 November 2022 (12:00am) (“Competition Period”)
4. The competition is open to natural persons (“Participants”), who are 18 (eighteen) years and older and:
 - 4.1 Who are Capitec clients
 - 4.2 Who must remain a client of Capitec for the duration of the competition period
 - 4.3 Who is a citizen of and/or legal resident and currently residing in the Republic of South Africa
 - 4.4 Who has a valid and active Capitec bank account that is in good standing
5. Capitec, its affiliates, employees, advertising agencies and suppliers will not be liable for the failure of any technical element relating to the competition that may result in any entry not being successfully submitted
6. The winners will be randomly selected on 4 November by a computer-programmed algorithm
7. Winners will be contacted telephonically on 4 November 2022 and announced on Capitec channels on 4 November 2022
8. In the event that contact cannot be established with a winner, after 3 (three) attempts within 1 (one) week from the time of the draw, the Organiser reserves the right to draw another winner and the prize will be forfeited by such winner
9. Prizes are not transferable or negotiable
10. The Prizes will be couriered directly to the winning Capitec client’s preferred address within 2 (two) weeks of the winner being successfully contacted
11. Capitec reserves the right to substitute any prize with another prize of similar commercial value
12. Your entry and/or participation in the competition and/or your acceptance of the prize (in the event that you win a prize) constitutes your binding acceptance of the competition rules
13. Should any dispute arise in relation to the interpretation of these competition rules, Capitec’s decision shall be final, and no correspondence shall be entered into
14. You may not win a prize if it is unlawful for us to supply such a prize to you. You must be eligible to win the prize
15. Any documents, permissions and/or any legal or regulatory requirements that may be required by these rules or any other applicable law in order to accept and use a prize, shall remain your responsibility to obtain and/or observe at your own cost, and which documents and permissions must remain valid in such minimum form required by these rules or any other applicable law
16. Capitec, its affiliates, employees, advertising agencies and suppliers will not be responsible, and hereby disclaim all liability, for any loss, injury or death, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the competition or the acceptance and/or use by you, of any prize, or by any action taken by the promoter or any of its affiliates, employees, advertising agencies and suppliers in accordance with the competition rules
17. If you fail to comply with any of the competition rules, then without prejudice to any other remedy which we may have, you will be automatically disqualified and you will forfeit the prize(s) (in the event that you have already won a prize)
18. Subject to the participants’ right to expressly accept, decline and withdraw consent or participation, Capitec may –
 - 18.1 Publish images of the prize winners on its marketing material in any format, for a period not exceeding 12 (twelve) months from the date of winning

19. If Capitec is required by the Minister of Trade and Industry to alter any aspect of the competition or to terminate the competition as a result of changes in legislation, the promoter will have the right to terminate the competition with immediate effect and without notice of such termination. In such event, all participants hereby waive any right which they may have against Capitec, its affiliates, employees, advertising agencies and suppliers
20. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners
21. Participants in this competition understand and agree that in order to offer the competition, Capitec must collect and use personal information about the participants. This competition is conducted under the terms of the applicable privacy laws and in line with the Privacy Policy
22. These competition rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South

Competition entry

The participant must:

23. Be a participant as set out in clause 4 above
24. Have the Google Wallet Application downloaded on a compatible Android device
25. Register a qualifying Capitec credit or debit card with the Google Wallet Application
26. Have a Google Account registered to activate the Google Wallet Application
27. Use the Google Pay Application to make 3 (three) successful purchases at any participating merchant in South Africa during the Competition Period to receive 1 (one) entry into the Competition
28. Only 1 (one) entry per participant is allowed
29. Entry into this Competition does not make any Participant a winner
30. The Organiser accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered
31. Entries that do not comply with these Terms and Conditions will be disqualified, subject to clause 33 below
32. Errors and omission may be accepted at the Organiser's discretion sole and absolute discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights, unless such waiver is reduced to writing and added to the existing terms and conditions that the Participant accepted and entered into
33. It is the participant's responsibility to ensure that any information which you provide to the Organiser is accurate, complete and up to date

Limitation of liability

34. To the extent permitted by Consumer Protection Act and any other applicable law:
 - a. The participant and/or winner(s) hereby indemnifies the Organiser against any and all direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participant's entrance to the Competition, whether known or unknown, whether informed of the possibility thereof or not
 - b. The Organiser excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud)

General

35. Google Wallet is supported on selected Android devices
36. Data charges may be incurred for downloading and using the Google Wallet application. Network rates apply which are all for the account of the participant
37. The Organiser reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age and place of residence) and to disqualify any participants who submit an entry that is not in accordance with these terms and conditions or who tampers with the entry process
38. In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Competition will be disclosed or used by the Organiser for any purposes other than for entry into the Competition and as otherwise specified in these Terms and Conditions
39. Participants acknowledge and accept that the Organiser shall utilize a third party to arrange delivery of the Prize. In order to affect the delivery process, the Organiser shall provide the participant's information to such third party should they be drawn as a winner
40. Details of participants will not be used by the Organiser for Google related communication should the participants opt-out to receive further communication from the Organiser
41. Information regarding the Competition that is published on authorized advertising material will also form part of the terms and conditions of the Competition
42. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, including but not limited to technical difficulties, unauthorised intervention or fraud, the Organiser reserve the right, in its sole and absolute discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Competition as appropriate, subject to the approval of relevant regulatory authorities (if required)

43. The Organiser reserves the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary
44. The Organiser accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of Prize on route to winner by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, pandemic or epidemic fire, explosion, storm, flood, earth quake or other acts of God
45. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
46. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible
 - a. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect

Consumer Protection Act

To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

A copy of the rules can be found on Capitec's website at this link: <https://www.capitecbank.co.za/competitions-and-conditions/>