

## Black Friday Promotion Terms and Conditions

### 1. GENERAL

1. Please read these terms and conditions carefully. The terms and conditions set out below apply to all participants submitting entries for any competition conducted by Bayport Financial Services 2010 (Pty) (Ltd "Bayport") (the "Competitions").
2. These terms and conditions are known as the "Rules".
3. These terms and conditions will at all times remain available on the Bayport website ([bayportsa.com](http://bayportsa.com)).
4. Bayport reserves the right to cancel or amend all or any part of the Competitions and/or the Rules without notice for any event that is outside of Bayport's reasonable control. Any changes to the Rules, or cancellation of a Competition, will be posted on the Bayport website ([bayportsa.com](http://bayportsa.com)) or by contacting the customer care hotline on **087 287 4000**. It is the responsibility of entrants to keep themselves informed as to any changes to the Rules.
5. In the event of any dispute regarding the Rules, the conduct or results of the Competitions, or any other matter relating to a Competition, the decision of Bayport shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by Bayport.

### 2. COMPETITION ENTRANTS

1. By entering a Competition, you hereby warrant that all information submitted by you in your entry is true, accurate and complete in every respect. Bayport reserves the right to verify any information contained in your entry and/or your eligibility to enter the Competitions.
2. The Competitions are only open to persons who are resident in South Africa and persons who are resident outside of South Africa may not apply.
3. The Competitions are only open to persons of over the age of 18. Entrants may be required to provide proof of identity and age.
4. Employees, directors, agents, contractors, suppliers and consultants of Bayport and all other participating companies and their immediate families, life partners, associates, or business partners do not qualify to participate or win in a Competition.
5. Bayport reserves the right in its absolute discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of the Rules, any applicable law (including copyright law) or has otherwise infringed the intellectual property of any other person. Each entrant acknowledges and agrees that any failure to comply with the Rules could lead to Bayport disqualifying that person, without Bayport giving any reason for such disqualification or granting any opportunity for challenge.
6. In the case of competitions on social media platforms such as Twitter and Facebook, entrants are required to utilise their personal accounts. The use of secondary and fictitious accounts will result in disqualification.

### 3. PRIZE-WINNERS

1. Prize-winners will be notified by means of telephone, unless the specific competition details (clause 7 & 8) say otherwise. In the event that a prize-winner is selected from a draw, then such prize winner will not be required to be present at the event of such draw.
2. No prize will be awarded where any entrant has committed any form of misconduct (as determined by Bayport in its sole discretion).
3. All prize-winners, unless otherwise stated, will be notified via telephone within 28 days of the closing of the Competition.
4. The results of all Competitions will be made public on the Bayport website ([bayportsa.com](http://bayportsa.com)).
5. Prizes are non-transferable and there is no cash alternative. In the event of a prize being unavailable for any reason Bayport reserves the right to substitute prizes of equal or greater value at any time.
6. In the event that Bayport cannot reach a prize-winner via telephone within 28 days, Bayport reserves the right to disqualify the prize-winner and select an alternative prize-winner in accordance with the Competition details.
7. Prize-winners may be requested to take part in publicity campaigns for broadcast or publishing purposes, however prize-winners will not be entitled to remuneration in exchange for such publicity. Should such prize-winners elect to take part in any publicity campaigns,

such publicity may include, but will not be limited to, images, statements and information about the winners. All publicity materials remain the property of Bayport and their promoters.

#### 4. LIABILITY

1. Bayport accepts no responsibility for any damage, loss, injury or disappointment of any kind suffered by any entrant in entering a Competition, including as a result of any entrant winning or not winning any prize.
2. Upon collection of any Prize by the winner, all risk and liability passes to the winner and Bayport ceases to be liable for any damage, loss or defect thereafter.
3. Bayport does not make any representations or give any warranties, whether expressly or implicitly, as to the Prize, and in particular, but without limitation, makes no representations and gives no warranty that –
  1. your entry or participation in the competition will necessarily result in you winning a Prize;
  2. a Prize, or any aspect thereof, will meet your, requirements, preferences, standards or expectations; or
  3. a Prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.

#### 5. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

1. Bayport will use any personal information that you provide with your Entry for the purposes of a Competition and where you have given your consent, for marketing purposes including the distribution of regular email or SMS updates or newsletters. Any personal information relating to entrants will be used solely by Bayport in accordance with applicable data protection legislation.

#### 6. GOVERNING LAW AND JURISDICTION

1. These Rules shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
2. The Parties agree that the South African courts shall have exclusive jurisdiction with regard to any matter contemplated herein.

#### 7. COMPETITION ENTRIES

1. Competition will run on Bayport's online platform.
2. The Competition will run "while stocks last" and can be withdrawn by Bayport at any time.
3. Only online, clients, who begin the loan application process between 25 November and 29 November 2019 will be eligible to receive the reward.
4. The eligible applicants in 7.3 shall only be able to receive the reward if they complete their online application between 25 November and 29 November 2019 and Bayport approves and disburses the loan.

#### 8. PRIZES

1. The Client shall be awarded a maximum of 1GB of mobile data.
2. This data is locked to the client's registered cell phone number (that was used to create their online Bayport account)
3. The Data package is not transferable to another number or account.