

RCS Competition rules

RCS July Olympics promotional Competition (the “Competition”)

- 1 This Competition is organised by RCS Cards Proprietary Limited (“**RCS**”) (NCRCP38/FSP 44481) (the “**Promoter(s)**”).
- 2 The Competition commences on 1 July 2016 and closes on 21 August 2016 (the “**Promotional Period**”).
- 3 For the purpose of this Competition, “**customer**” or “**you/your**” means the natural person whose name, contact telephone number and South African identity number are reflected on the RCS database at the time of the draw and whose details are attached to the RCS card used to purchase from a store who accepts the RCS Card as payment.
- 4 All customers who are juristic persons/legal entities (the “**commercial customer**”) must take note that the prize will be awarded to the natural person as stipulated in clause 3 above and that the prize will not be awarded to any commercial customer. It is therefore the commercial customer’s obligation to ensure that the correct and authorised individual’s details are recorded on the RCS database to represent the commercial customer.
- 5 Entry into the Competition is automatic, using your details and the actual purchasing data on the RCS database and you will be entered provided that:
 - 5.1 you are a natural persons over the age of 18;
 - 5.2 you are in possession of a valid South African ID book;
 - 5.3 your complete, accurate and up to date name, contact telephone number and South African identity number are captured and appear on the RCS database;
 - 5.4 your identification can be verified through your South African identity book;
 - 5.5 you are not a director, member, partner, employee, agent or consultant of RCS, or any marketing service provider connected with the promotional Competition or any other person who directly or indirectly controls or is controlled by the Promoters or suppliers of goods or services in connection with this Competition, or the spouse, life partner, parent, child, brother, sister, business partner or associate of such a person;
 - 5.6 it is not unlawful to supply the prize to you in terms of any legislation or regulation and RCS reserves the right to require proof that it will not be unlawful to supply the prize to you. By way of example, RCS may request the winner of a TV to provide his/her TV license before hand over of a prize).
- 6 Your entry into the Competition means that you agree and understand that you will stand a chance to win a prize only and that there is no guarantee that you will be receiving any prize.

- 7 In order to be eligible to enter into this Competition, you must spend R750 or more, in a single transaction, using your RCS card during the Promotional Period, in which case you will be automatically entered into the draw Competition. Each single transaction to the value of R750 or more during the Promotional period, will entitle you to an additional entry into the competition.
- 8 No person may win more than one prize in this Competition.
- 9 Customers will stand a chance to win 1 of 3 entertainment systems to the value of R30 000 each, subject to the provisions of clause 22 below, comprising the following:
 - 9.1 48" Samsung Smart Full HD LED TV;
 - 9.2 DSTV Explora PVR;
 - 9.3 DSTV Satellite Dish;
 - 9.4 DSTV Premium 12 months' subscription; and
 - 9.5 DSTV Dish installation.
- 10 The prize value is an estimation and may vary from the actual prize value advertised.
- 11 The winners will be randomly selected from eligible entrants during the Promotional Period on 20 July (for purchases made 7 July -17 July), 10 August (for purchases made 18 July – 7 August) and 24 August (for purchases made 8 August – 21 August). An independent third party will select the winners. Winners will be notified within 2 weeks of the respective draws.
- 12 Although the Promoters have taken care to make sure that the prize is of good quality, they do not give any warranties in respect of the prize and you agree to accept the prize "as is". Subject to any applicable law, you also indemnify the Promoters against any damages of any nature and howsoever arising that you or any other person may suffer as a result of the prize or this Competition, including consequential and economic loss.
- 13 Your RCS Card account must not be in arrears at the time of the Competition's draw and your entry into the Competition will be withdrawn if the goods purchased in connection with such entry are returned by you.
- 14 Subject to these rules and in particular clause 4 above, the customer whose RCS card number is drawn will be the winner of the prize, provided that the person was eligible to enter into the Competition in terms of clause 5.
- 15 It is your responsibility to ensure that your personal contact details captured on the RCS database system are complete, accurate and up to date.
- 16 The winners of the prize will be notified by RCS using the contact details on the RCS database system within 2 weeks of the Competition closing date. Once the winners have been contacted, their details may be published on the RCS website. If the contact number on the RCS database system does not exist or does not belong to the drawn winners, a new winner/s will be drawn immediately under the same conditions.

Furthermore, if a winner's contact number is repeatedly engaged, just rings or goes to voicemail, RCS may in its discretion re-draw a new winner.

- 17 Installation of the satellite dish will be done by a reputable and accredited DStv installation provider. The DStv installation provider will arrange with the winners for a suitable date for installation. All installation queries need to be directed to the DStv installation provider and not to the Promoters.
- 18 Subscription has been secured upfront for 12 months. The 12 months' subscription commences upon satellite dish installation. All subscription queries need to be directed to the DStv consultant as communicated to the winners at the time that the winner is notified.
- 19 The value of the prize includes VAT, and the goods will be given to the winner at the ruling price which is available to any customer on the day that they are rung up at the till.
- 20 Any costs or expenses incurred in respect of items not specifically included in the prize is for the winner's own account. RCS and its associates (if applicable), will not be responsible for any other expenses which the winners may incur as a result of their acceptance and/or use of the prize, whether foreseen or not.
- 21 The prize is not transferrable and may not be deferred, changed or exchanged for cash or any other item.
- 22 Should the winners already have a DSTV package, the installation service referred to in clause 9.5 above will no longer form part of the prize and/or be applicable. The Promoters will, however, commit to providing the hardware (the TV, PVR and the Satellite Dish) and will commence the 12 months' subscription in the month following the winner announcement. In this regard, the winner will be entitled to cancel his/her existing subscription and substitute it with the subscription forming part of the prize.
- 23 To the extent that any taxes, duties, levies or other charges may be levied on the prize by the State or any other competent government or regulatory body, the winners will be liable therefore, and RCS will not increase the value of the prize to compensate for such charges.
- 24 The winners may also be required to have their image published and/or to participate in marketing activities but this is not compulsory and the winners may refuse to participate in this regard.
- 25 Makro reserves the right to vary, postpone, suspend, or cancel the Competition and any prize (which have not yet been subject to a draw) or any aspect thereof, without notice at any time, for any reason which RCS reasonably deems necessary.
- 26 In the event of a dispute, the decision of the Competition judges is final and binding and no correspondence will be entered into.
- 27 If the winners fail to comply with any of these rules or the terms of acceptance of the prize, or if they refuse to sign the RCS winner declaration or the RCS winner prize acceptance form, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which Makro and its associates may have, the winner will be automatically disqualified and will forfeit the prize.

