

**COMPETITION – TERMS AND CONDITIONS**  
**Ozow Citiq Prepaid Campaign 2020**

[6] November 2020

Read these terms and conditions carefully. These competition rules (“**rules**”) explain your rights and duties in connection with this competition (“**Competition**”). If you take part in this Competition and/or accept any prize, these rules will apply to you and you agree that the promoter(s) can assume that you have read and agreed to be legally bound by these rules. All natural persons entering this Competition (“**Entrants**”) do so at their own risk. The entry of any Entrant into the Competition and/or acceptance of a Prize by any Entrant in the event that a Prize is won by such Entrant (the “**Winner**”) constitutes a binding offer and acceptance of these terms and conditions by Ozow and the Promoter and the Entrant/Winner.

Competition name	Ozow Citiq Prepaid Campaign December 2020
Promoter name	This Competition is sponsored by Ozow Proprietary Limited (reg. no. 2013/214663/07) (“ <b>Ozow</b> ”) and co-promoted by Ozow and Citiq Meter Solutions Proprietary Limited (reg. no. 2009/022316/07) (“ <b>Promoter</b> ”).
Ozow Platform	The set of functions and procedures developed by Ozow which facilitate the payment by any Entrant for goods or services on an Ozow South African website platform by way of electronic funds transfer.
Competition Period	23 November 2020 - 3 December 2020
Prize	One of three Takealot vouchers worth R500 each (being a total of R1500).
Who can enter and how?	Any natural person who is a resident of South Africa may enter this Competition. To enter, Entrants will need to make a payment of any amount through the Promoter’s platform using Ozow (“ <b>entry</b> ”). It is the responsibility of all Entrants to ensure that their entry is received by Ozow and the Promoter prior to the end of the Competition Period. Any entries that are not received during the Competition Period will not be eligible to participate, regardless of the reason. Ozow and/or the Promoter will not be responsible for any entries which are not received by Ozow, whether timeously or at all, regardless of the cause thereof. By entering this Competition, the Entrant acknowledges that the Prizes may only be used in areas to which the Promoter operates.
How many winners will be chosen?	3 Winners. Each Winner will only be eligible to receive 1 Prize during the Competition Period.
<b>General</b>	
Who cannot enter?	<ul style="list-style-type: none"> <li>• People under the age of 18 years (unless parental or guardian consent is obtained). Entrants under the age of 18 must obtain permission from their parents or guardians before entering the Competition, who must approve of and consent to the Entrant’s participation in the Competition and the receipt / possession of a Prize if that Entrant becomes a Winner.</li> <li>• Directors, members, shareholders, agents, consultants or employees of Ozow or the Promoter, or any of such person’s spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling.</li> <li>• The suppliers of any goods or services in respect of the Competition.</li> </ul>
Entry fees	There are no entry fees to participate in this Competition.
Additional fees	The data costs, or any other costs, incurred by an Entrant in the ordinary course of business will apply during the Competition Period.
Is there a limit on the number of times you can enter?	No. An Entrant may enter as many times during the Competition Period as the Entrant wishes to, and each of these completed purchases shall constitute an entry into the Competition.
Who may not win a prize?	An Entrant may not win a Prize if it is unlawful for Ozow or the Promoter to provide such Prize to an Entrant. In the event that an Entrant does win a Prize, and it is unlawful for such Entrant to win a Prize, the Entrant concerned will forfeit the Prize.
Circumstances for disqualification	If any Entrant fails or, if any Entrant’s partner or friends (if applicable) fails, to comply with any of these terms and conditions, then, without prejudice to any other remedy which Ozow or the Promoter may have, such Entrant will be automatically disqualified and will forfeit their Prize (in the event that such Entrant has already won a Prize).
When will winners be chosen and notified?	Winners will be chosen and notified of their winnings on 4 December 2020. The Promoter will attempt to make contact with each Winner at least 3 times, but if the Promoter is unable to contact any Winner within 3 working days after the lucky draw, such Winner will forfeit his/her prize, and the Promoter and Ozow reserve the right to redraw such prize. If such Winner agrees to accept the Prize subject to these rules, he/she will be a Winner of a Prize in the Competition.

How will winners be chosen?	<p>The Winners will be determined at random by a computer-generated programme operated by Ozow in terms of which 10 Entrants will be selected (“draw”) on 4 December 2020. The first 3 Entrants appearing in the results of the draw will be the 3 Winners. The determination of the draw made by Ozow and the Promoter concerned will be final and no related correspondence will be entered into.</p> <p>If a Winner declines the Prize or is uncontactable in terms of these rules, the Promoter will then determine the draw and choose the Winner.</p>
How will the prize be claimed?	<p>The logistics involved for the delivery of Prize to Winners will be made within 30 calendar days of the publication of the Winners, by Ozow and the Promoter (acting together), or such other time period that is communicated to the Winners by Ozow and/or the Promoter.</p> <p>If a Winner is unable to make use of the Prize due to being located in an area to which the Promoter does not operate, such Winner will forfeit their Prize. This must be communicated by the Winner to Ozow and the Promoter on notification to the Winner that such Winner has won a Prize.</p>
Can the prize be exchanged for cash? Is the prize transferable and/or negotiable?	No, the Prize may not be deferred, changed or exchanged for any other item or for cash.
Will the winners be contacted by Ozow?	<p>The Promoter will contact the Winners in order to obtain their consent to be contacted by Ozow. If consent is obtained, the Promoter will then provide the contact details of the Winners to Ozow so that Ozow may congratulate the Winners on their winnings. Such contact details are made available to the Promoter by the Entrants upon entering this Competition during the Competition Period. If the Winners do not consent to the provision of their contact details by the Promoter to Ozow, the Promoter will select another Winner(s) by another draw in terms of these rules.</p> <p>By entering the Competition, the Entrants provide consent, and hereby agree that Ozow and its Affiliates (including the Promoter) may contact them via email and through social media platforms to deliver marketing communications regarding their products and promotional activities, provided that the Entrants are given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by the Promoter for such purpose. Ozow may also use the personal data collected from the Entrants as described in the Privacy Policy accessible at <a href="http://www.ozow.com">www.ozow.com</a>, and such use may include transfers to Ozow’s affiliates and third-party service providers in any country.</p>
Invitation to Winners to participate in marketing	Ozow may invite each Winner to be present when the Winners are announced, to participate in any marketing activities of Ozow, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of the goods sold or services rendered by Ozow, for which no fee, royalty or other compensation will be payable. The Winners may decline this.
Waiver	Ozow reserves the right to vary, postpone, suspend, or cancel the Competition and any Prizes, or any aspect thereof, without notice at any time, and for any reason which Ozow deems necessary. In the event of such variation, postponement, suspension or cancellation, Ozow agrees to waive any rights, interests and expectations that any Entrants or Winners may have in terms of the Competition and acknowledge that no Entrant or Winner will have any recourse against Ozow, the Promoter or any of their respective Affiliates.
Additional information	Ozow may require each Winner to provide Ozow and the Promoter with additional information and documentation in order to process, confirm and facilitate each Winner’s acceptance and delivery of their Prize. The Promoter may facilitate the gathering of such information with Ozow. If any Winner refuses to provide Ozow with the requested information or documentation, such Winner will forfeit their Prize.
Liability	<p>If any Entrant fails or, if any Entrant’s partner or friends (if applicable) fails, to comply with any of these terms and conditions, then, without prejudice to any other remedy which Ozow and/or the Promoter may have,</p> <ul style="list-style-type: none"> <li>● such Entrant will be automatically disqualified, and such Entrant will forfeit their Prize (in the event that such Entrant has already won a Prize);</li> <li>● an Entrant and/or Winner will pay Ozow and/or the Promoter for any loss or damage incurred by Ozow and/or the Promoter directly or indirectly as a result of (or, if applicable, a partner’s or friends’) non-compliance, including all legal costs (including attorney and own client costs) which Ozow and/or the Promoter may incur in taking any steps pursuant to an Entrant and/or Winner’s (or partner’s or friends’) non-compliance; and</li> <li>● such Entrants and Winners indemnify and hold Ozow and/or the Promoter, as applicable, harmless against any claim by any Person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to such Entrants’ or Winners’, or its partner or friends (if applicable) failure to comply herewith.</li> </ul>

	<p>Ozow and the judges' decision on any matter concerning the Competition and/or arising out of these terms and conditions is final and binding on all Entrants and Winners.</p> <p>Ozow, the Promoter and of their respective Affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, 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 any Entrant's participation in the Competition; the acceptance and/or use by any Winner, or such Winner's partner or friends (if applicable), of any Prize; or by any action taken by Ozow or the Promoter in accordance with these terms and conditions.</p>
Limitation of liability	<p>Without limitation, Ozow, the Promoter and their respective Affiliates are not responsible for, and are in no way liable in relation to, any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems experienced by an Entrant when entering the Competition.</p> <p><b>"Affiliates"</b> mean (i) any person which, directly or indirectly is Controlled by Ozow or the Promoter, or Controls Ozow or the Promoter; and (ii) any directors, officers, employees, agents and representatives of Ozow or the Promoter. <b>"Control"</b>, as used in the preceding sentence, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.</p>
Disclaimer	<p>Ozow, the Promoter and their Affiliates are not responsible for any injury or damage suffered by an Entrant's, or any other Person's, computer, mobile telephone or other device used by an Entrant to enter into, or obtain any materials related to, the Competition.</p> <p>Ozow and the Promoter do not make any representations or give any warranties, whether expressly or implicitly, as to a Prize, and in particular, but without limitation, makes no representations and gives no warranty that –</p> <ul style="list-style-type: none"> <li>● an Entrant's entry or participation in the Competition will necessarily result in such Entrant winning a Prize; or</li> <li>● a Prize, or any aspect thereof, will meet an Entrant's or, if applicable, an Entrant's partner's, requirements, preferences, standards or expectation.</li> </ul>
Indemnification	<p>All Entrants, and in the event of an Entrant's death, an Entrant's family, dependants, heirs, assignees or any other beneficiaries of an Entrant's estate, indemnify and hold Ozow, the Promoter and of their respective Affiliates harmless against any claim by an Entrant, or an Entrant's partner or friends (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which an Entrant or its partner or friends (if applicable) may suffer, howsoever arising, in relation to such Entrant's entry into the Competition and/or acceptance and/or use by such Entrant of a Prize.</p>
Applicable law	<p>These terms and conditions will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa.</p> <p>The Competition is regulated by the Consumer Protection Act, 68 of 2008 ("<b>CPA</b>"), and it is not intended that any provision of these terms and conditions contravenes any provision of the CPA. Therefore all provisions of these terms and conditions must be treated as being qualified by the CPA, if necessary, to ensure that the provisions of the CPA are complied with.</p>
Dispute	<p>If any dispute arises in relation to the Competition and its rules, the decision of Ozow and the Promoter shall be final and no correspondence shall be entered into.</p>
Rules	<p>A copy of these rules is available at no cost to the Entrants and can be downloaded in printable form from <a href="http://www.citiqprepaid.com">www.citiqprepaid.com</a>.</p>