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## RUGBY WORLD CUP 2019™ COMPETITION TERMS AND CONDITIONS

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### 1. PROMOTER

The Promoter is Nedbank Limited (the “Promoter”)

### 2. PERIOD

- 2.1. The competition will commence on 20 May, 2019 and will end on 12 August, 2019 (the ‘**Period**’).
- 2.2. The winners will be announced within 10 days after the competition end date.

### 3. WHO IS ELIGIBLE TO ENTER THE COMPETITION

- 3.1. Participants must:
  - 3.1.1. be 18 years or older;
  - 3.1.2. reside/resident in South Africa;
  - 3.1.3. be Nedbank account holder of an active cheque, debit and credit card with a Mastercard plastic in good standing. (including unlocked.me, travel card and Small Business Services cards).
  - 3.1.4. Individuals who meet the requirements in 3.1 are qualifying participants
- 3.2. The following persons, whether or not they meet the criteria above, are not permitted to enter the competition: the employees of the Promoter and their immediate family members (spouse or life partner, parents, siblings and children of the director, member or employee of the Promoter, including adopted persons listed in this group but not half- or step-relations); the Promoter’s suppliers and contractors involved in this competition.

### 4. PRIZE

- 4.1. Participants who comply with the criteria of this competition, stand a chance to win one of nine packages to Rugby World Cup 2019™ for two people.

3 double packages for 4 nights/five days for SA v NZ on 21 September, 2019  
3 double packages for 4 nights/five days for the first semi-final on 26 October, 2019  
3 double packages for 4 nights/five days for the final on 2 November, 2019.

*Includes:* Return flights  
Transfers to and from hotel  
Accommodation  
Match tickets  
Hosting program  
Stadium tours and  
Captain runs

*Excludes:* Spending money/passports, Visas and any other costs not specifically detailed above in Clause 4.1.

All costs and expenses associated with the acceptance and use of the prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, and in connection with the Trip, additional air and ground transportation, food, beverages, souvenirs, gratuities, airline luggage

charges, incidentals, upgrades, insurance, service charges and other miscellaneous travel expenses are winner's sole responsibility.

## **5. HOW TO ENTER THE COMPETITION**

5.1. To qualify for entry to the competition, participants must:

**in respect of new accounts, customers will earn entries as follows:**

1. Opening and using a qualifying account qualifies for 3 entries into the draw.
2. Every R700 (minimum qualifying spend) of eligible card spend will earn the customer 1 entry into the draw.
3. In addition if any of the minimum qualifying spend is made with Scan to pay using the Nedbank money app with a qualifying Mastercard card then the customer will earn two additional entries per scan to pay transaction.

**in respect of existing accounts customers will earn entries as follows:**

1. Customers using a qualifying Mastercard credit, cheque or debit cards.
2. Every R700 (minimum qualifying spend) of eligible card spend will earn the customer 1 entry into the draw.
3. In addition if any of the minimum qualifying spend is made with Scan to pay using the Nedbank money app with a qualifying Mastercard card then the customer will earn two additional entries per scan to pay transaction.

5.2. 'Eligible spend' means all transactions, swipe, tap and scan to pay, excluding cash withdrawals, casino chip purchases, fuel purchases, finance or other card charges, fees or taxes levied by us or the government, purchases of travellers cheques or other negotiable instruments, garage card transactions, budget account instalments and interest thereon, insurance premiums and internet transfers or payments (Electronic Funds Transfer [EFT]) from the participants' aforesaid account/s.

## **6. SELECTION OF PRIZE WINNERS**

6.1. The draws for the nine winners of the competition will take place at Nedbank Head Office, 135 Rivonia Road, Sandown, Sandton:

6.1.1. The draw for nine winners will take place within 10 days of the competition end date.

6.2. The draws will be conducted by means of a computer-generated draw.

6.3. The Promoter will draw the potential winners using the participants' accounts entries that comply with Clause 5.

6.4. The Promoter will contact the winner telephonically and direct communication on email to obtain contact details and other information that will facilitate the fulfilling of the prize.

6.5. Should a winner/s be found to be ineligible, a new winner/s will be randomly selected and the same the process will continue until a winner has been selected.

6.6. If the Promoter is unsuccessful in contacting the winner within 7 business days of verifying that the entry won the Prize, then the winner will forfeit the prize and a new potential winner will be selected, subject to the same conditions.

- 6.7. In the event of a dispute, the judges' decision shall be final and binding on all aspects of the competition and no correspondence will be entered.
- 6.8. The terms and conditions of the competition rules will be available on [www.nedbank.co.za](http://www.nedbank.co.za).
- 6.9. Winners will only qualify to receive the Prize once all details have been verified and confirmed, including compliance with the rules and satisfying the qualifying criteria set by the Promoter.
- 6.10. Should a winner for any reason not be able to exercise his / her right to any prize (including but not limited due to the winner's failure to obtain a valid passport or visa) the winner forfeits the prize and the Promoter reserves the right to award the prize to another qualifying participant / winner who meets the criteria in Clause 3 above.
- 6.11. The Prize will be booked by the Promoter on behalf of the winners.
- 6.12. The Promoter reserves the right to substitute the Prize with something of similar commercial value.
- 6.13. The Prize awarded to the winners in terms of this competition:
  - 6.13.1. may not be deferred, changed or exchanged;
  - 6.13.2. cannot be redeemed for cash

## **7. EXCLUSION OF LIABILITY**

- 7.1. The Promoter is not liable for any accident, injury, harm, death, damages, costs and/or loss sustained by a winner, and/or any other person who participates in the Prize with the winner, at any point during the fulfilment of the Prize.
- 7.2. The winner and/or any other person who participate in the Prize will each be required to sign an indemnity before departure for Rugby World Cup 2019™ experience that indemnifies the Promoter from any loss suffered by a winner and/or any other person who participate in the Prize, howsoever arising
- 7.3. It is the responsibility of each winner to ensure that they are in possession of the correct and required travel documentation and any vaccinations that may be required, prior to departure. The Promoter will not accept any responsibility for any consequences of any nature whatsoever, arising from the winners' failure to ensure that they have complied with the necessary health, passport, visa or birth certificate requirements.
- 7.4. It is the responsibility of the winner or any person participating in the fulfilment of the Prize to ensure that he/she obtain a travel insurance.

## 8. GENERAL

- 8.1. All information relating to this competition and published on any promotional material shall form part of the terms and condition of the entry.

The Promoter, its associated companies, its agents, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from a participant's entry in the competition or for any loss or damage, howsoever arising.

- 8.2. The Promoter may request participants (at no fee) to consent in writing to endorse, promote and/or advertise any service of the Promoter. The winners may however decline such a request to use their details or image in marketing material or to participate in marketing of any of the Promoter's services.
- 8.3. These competition rules will be available on [www.nedbank.co.za](http://www.nedbank.co.za).
- 8.4. By entering this competition, Participants agree to be bound by these competition rules.
- 8.5. We may at our sole discretion amend these terms and conditions at any time, without notice, and such amendments will be effective from the date of publication of the revised terms and conditions on our app under 'Terms and conditions'.
- 8.6. If required to do so, because of legislative or regulatory reasons, the competition may be terminated immediately and without notice. In the event of such termination all participants agree to waive any rights they have as a result of the termination and acknowledge that they will have no recourse against us, our agents, contractors and/or sponsors.
- 8.7. All claims for the prize will be subject to a security and validation check.

Each winner and his/her guest(s) as applicable agree to comply with the terms and conditions applicable to the issue and use of tickets from time to time (as available and set out at <https://info.tickets.rugbyworldcup.com/tickettc-e/> or such other webpage as determined by Rugby World Cup Limited ("RWCL") from time to time), the tournament organiser (Japan Rugby 2019, "JR2019") and all applicable venue owner or operator rules and regulations to access Rugby World Cup venues and any other areas associated with Rugby World Cup (including any terms of accreditation determined by RWCL). Further each winner and his/her guest(s) acknowledge that he/she may be required to enter into a direct acknowledgement and/or agreement with RWCL and/or JR2019 concerning use of the tickets and compliance with ticket terms and conditions prior to receiving the prize.

Winners and/or guests shall not, while using Rugby World Cup tickets, display or publicize any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to ambush marketing or an abuse of the Rugby World Cup, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of RWCL or the Rugby World Cup. Each entrant agrees and acknowledges that any breach of this clause will cause significant damage and loss to RWCL.

The Promoter may pass personal information relating to prize winners to RWCL and/or JR2019 (and any of their service providers or agents) for the purposes of monitoring the distribution and use of Rugby World Cup tickets and related experiences and, in the event of a suspect breach of any terms and conditions, rules or regulations of RWCL and/or JR2019 relating to the use of such tickets and/or experiences, investigating and taking action against such winners.

This promotion is run by the Promoter with the permission of RWCL. Accordingly the Promoter is responsible for the operation of and all matters and concerns relating to the promotion, not RWCL or any other persons involved in staging of Rugby World Cup 2019™ (including JR2019) and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to entrants in any way whatsoever in connection with this promotion.

If any prize-related activity(s) is canceled or postponed for any reason, the Sponsor reserves the right, in its sole discretion, toward the balance of the prize or to award an alternate prize of equal or greater value in full satisfaction of prize award.

The Sponsor, in its sole discretion, reserves the right to provide ground transportation in lieu of air transportation.

The promoter is not responsible for travel delays or cancellations. If any prize-related activity(s) is canceled or postponed for any reason, before or after Trip arrangements are made, the Sponsor reserves the right, in its sole discretion, to award the balance of the prize or to award an alternate prize of equal or greater value in full satisfaction of prize award. If, for any reason whatsoever, winner and/or guest are unable to participate in the Trip after all Trip-related arrangements have been made, the Sponsor shall have no further obligation to winner and/or guest and no alternate winner will be selected. Exact details of the onsite activities, including but not limited to date, time, location and duration are at the Sponsor's sole discretion. Itinerary and program elements are at the discretion of Mastercard and are subject to change. Winner and guest agree to comply with all applicable venue and/or hotel rules and regulations in connection with the prize.

All prize details, including, without limitation, the exact nature and duration of the Trip, will be determined by the company running this promotion in its sole discretion.

Trip must be taken on date(s) specified by the Sponsor or prize will be forfeited and alternate potential winner may be selected by random drawing from among all remaining eligible entries received, if time permits.

Actual value of prize will vary depending on winner's city of departure and final travel requirements and activities; any difference in value will not be awarded.

Released Parties (Mastercard International Inc. and its affiliates and Rugby World Cup Limited) are not responsible for travel delays or cancellations. If any prize-related activity(s) is canceled or postponed for any reason, before or after Trip arrangements are made, the Sponsor reserves the right, in its sole discretion, to award the balance of the prize or to award an alternate prize of equal or greater value in full satisfaction of prize award.

If, for any reason whatsoever, winner and/or guest are unable to participate in the Trip after all Trip-related arrangements have been made, the Sponsor shall have no further obligation to winner and/or guest and no alternate winner will be selected.

Exact details of the onsite activities, including but not limited to date, time, location and duration are at the Sponsor's sole discretion. Itinerary and program elements are at the discretion of Mastercard and are subject to change

The Sponsor and the applicable onsite representatives reserve the right in their sole discretion to remove or to deny entry to any winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person during the Trip.

Winner and guest will be escorted out of the hotel, venue and/or any other Trip aspect by Sponsor, the applicable onsite representatives or their designated agent(s) for improper conduct and/or violation of federal, state or local laws (including, but not limited to, the unlawful

possession, use, or distribution of illicit drugs and unlawful drug paraphernalia) and, in the case of any such infraction, Sponsor will have no further obligation to winner, and winner and his/her guest will forfeit the balance of prize.

Released Parties will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any elements of the Trip.

Trip prize winner and companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

## **9. FURTHER QUERIES**

Requests for further information and any queries in connection with this competition should be directed to Nedbank Customer Contact Centre 0860 555 111.