

## COMPETITION TERMS AND CONDITIONS

---

These terms and conditions apply to the **“WIN BIG MICROSOFT SURFACE AND BRAINTREE BY VOX COMPETITION”** conducted by Braintree by Vox Telecom (Pty) Ltd (**“Braintree”**) during which entrants may enter to win a R5 000.00 cash voucher (the **“Prize”**). By entering this competition, you agree to be bound by the competition rules below (the **“Competition Terms and Conditions”**).

### 1 ELIGIBILITY

1.1 This competition will run from Monday 5 February 2024 to Thursday 29 February 2024 (the **“Competition Period”**) in the Republic of South Africa.

1.2 A person (the **“Entrant”**) who meets the following criteria (the **“Eligibility Criteria”**), will automatically qualify to enter the competition. The Entrant must:

- a) be 18 years of age or older;
- b) be a citizen of, and reside lawfully in, the Republic of South Africa during the Competition Period;
- c) have a valid South African identity document (**“ID”**);
- d) not be an employee, director, member, partner, agent, independent contractor, supplier or consultant of Braintree or an immediate family member of any of these, where the term "immediate family member" means a spouse, parent, sibling, grandparent, child or grandchild; and
- e) not be a supplier of goods or services in connection with this competition.

### 2 COMPETITION RULES

2.1 Entry into the competition is free of charge, however in order to be eligible to qualify for the Prize, the Entrant must abide by the following competition rules (the **“Competition Rules”**). The Entrant must:

- a) meet all of the Eligibility Criteria;
- b) agree to be bound by the Competition Terms and Conditions;
- c) consent to having their personal information being processed as stipulated in paragraph 5.1 below; and
- d) purchase any Microsoft Surface product, of any value, from the Braintree’s website: [shop.braintree.co.za](http://shop.braintree.co.za) during the Competition Period. Each product purchased will grant the Entrant 1 (one) entry into the competition.

2.2 All Entrants into the competition agree and understand that they only stand a chance of winning and that entry into the competition is NOT an automatic guarantee of winning the competition or the Prize.

2.3 Braintree’s decisions in respect of all matters relating to the competition will be final and no correspondence will be entered into.

### 3 SELECTION OF WINNER

3.1 Upon making a purchase as specified in paragraph 2.1d), the Entrant’s details will be entered into the competition database. One entry will be allocated per Microsoft Surface product purchased.

- 3.2 One winner (the **“Winner”**) will be chosen at random from all the entries in the competition database. The draw will be conducted at 13h00 on Friday 1 March 2024 (the **“Draw Date”**).
- 3.3 Once determined, Braintree will take steps to verify that the Winner meets the Eligibility Criteria stipulated in paragraph 1.2 and has abided by the Competition Rules stipulated in paragraph 2. Should any of these requirements or rules not be met, the Winner will be disqualified, and the randomized draw will be conducted again, until such time an eligible Winner who meets the aforementioned criteria is drawn.
- 3.4 The Winner will be notified by email and/or phone within 24 hours of the Draw Date.
- 3.5 If the Winner cannot be contacted or, is contacted by does not provide Braintree with adequate details for the delivery of the Prize within 24 hours of the Draw Date, Braintree reserves the right to disqualify the Winner and the provisions for a redraw specified in paragraph 3.3 shall apply.

#### **4 THE PRIZE**

- 4.1 There is 1 (one) prize - R5 000,00 (five thousand Rand) cash loaded onto a debit card voucher.
- 4.2 The Prize is not transferable or exchangeable.
- 4.3 The Winner is responsible for paying for any and all incidental expenses, including income tax, which may be incurred by them in accepting and using the Prize.
- 4.4 Should the Winner be unable to present their ID for verification, the Winner will be disqualified, and the provisions of paragraph 3.3 will apply.

#### **5 CONSENT IN RESPECT OF PERSONAL INFORMATION**

- 5.1 The Entrant consents to their personal information being collected and processed in terms of the Protection of Personal Information Act no.4 of 2013 (the **“POPI Act”**) and in accordance with Braintree’s undertakings below.
- 5.2 Braintree shall, and the Entrant expressly agrees that Braintree may:
- a) process the Entrant’s personal information (as defined in the POPI Act) for the purpose of:
    - entering the Entrant into the competition; and
    - delivering the Prize to them should they be determined to be the Winner;
  - b) store such personal information on a secure server that will prevent unauthorised access thereto by third parties;
  - c) subject to paragraph 5.2(d), permanently delete the Entrant’s personal information after the Winner has been determined and announced, except as required by law; and
  - d) retain the Winner’s personal information on Braintree’s social media pages (Facebook and Instagram) until Braintree, in its sole discretion, elects to delete it or the Winner delivers a written request for its removal to Braintree.
- 5.3 Braintree may require the Winner to compete and submit a consent in terms of the POPI Act and a confirmation of receipt of the Prize, to enable Braintree to comply with the provisions of the POPI Act and the Consumer Protection Act 68 of 2008.

## **6 PUBLICITY**

Subject to their right to subsequently decline, the Winner agrees that they may be identified by their name and surname, and their photograph(s) taken and published on Braintree's social media pages (Facebook and Instagram) for an indefinite period, or until the Winner delivers written request for its removal to Braintree.

## **7 DISCLAIMER**

- 7.1 Braintree reserves the right to cancel the competition or amend these Competition Terms and Conditions, including but not limited to, the duration of the Competition Period and the nature and/or value of the Prize, and Entrants will have no recourse against Braintree.
- 7.2 Entrants enter or take part in the competition at their own risk and Braintree bears no responsibility for any loss, damage or harm suffered as a result of:
- a) participation in this competition; or
  - b) the acceptance and/or use of the Prize.
- 7.3 To the maximum extent permitted in law, Braintree shall not be liable for:
- a) any defects in the Prize; and/or
  - b) any harm suffered by the Winner in accepting and using the Prize.

## **8 GOVERNING LAW AND JURISDICTION**

This competition and the Competition Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. Any dispute arising from this competition or the Competition Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

## **9 CAMPAIGN CONTACT DETAILS**

Should you have any questions relating to these Competition Terms and Conditions, or should you require a copy thereof to be sent to you, please Lance at lancew@braintree.co.za

**The Competition Period Ends: Midnight on Thursday 29 February 2024.**

**The draw will take place on 1 March 2024 at 13h00.**