

COMPETITION RULES

Ozow & Expert Stores Campaign – Black Friday 2021

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 it can be assumed 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 rules by Ozow and the Entrant/Winner.

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| Competition details | This Competition is sponsored by Ozow Proprietary Limited (reg. no. 2013/214663/07) (“ Ozow ”) and promoted by both Ozow and Iser Proprietary Limited (reg. no. 1999/028410/07) (“ Expert Stores ”). Any reference to Ozow includes any person which, directly or indirectly is Controlled by Ozow, or Controls Ozow and any directors, officers, employees, agents and representatives of Ozow. “Control”, 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. |
| Competition Period | 23 November 2021 – 26 November 2021 |
| Prize | R1,000, to be transferred by way of Instant Electronic Funds Transfer (“ Instant EFT ”). The Prize may not be deferred, changed or exchanged for any other item or for cash. |
| 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 purchase on Expert Stores’ online portal (www.expertstores.co.za) using Ozow’s Instant EFT solution as his/her/their payment option. It is the responsibility of all Entrants to ensure that their entry is received by Ozow 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 will not be responsible for any entries which are not received by Ozow, whether timeously or at all, regardless of the cause thereof. |
| How many winners will be chosen? | 1 Winner per day during the Competition Period. Each Winner will only be eligible to receive 1 Prize during the Competition Period. An Entrant may not win a second Prize during the Competition Period, if he/she/they have already won a Prize in this Competition. E.g. an Entrant is unable to win a Prize on 23 November 2021 and then again on 26 November 2021. |
| General | |
| Who cannot enter? | <ul style="list-style-type: none"> • 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. • Directors, members, shareholders, agents, consultants or employees of Ozow, or any of such person’s spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling. • The suppliers of any goods or services in respect of the Competition. |
| 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 entries? | There is no limit on the number of entries in this Competition. |
| Who may not win a prize? | An Entrant may not win a Prize if it is unlawful for Ozow 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 will forfeit the Prize. |

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| Circumstances for disqualification | If any Entrant fails to comply with any of these rules, then, without prejudice to any other remedy which Ozow may have, such Entrant will be automatically disqualified and will forfeit their Prize (if such Entrant has already won a Prize). |
| How will winners be chosen and when will they be notified? | <p>The Winners will be determined at random by a computer-generated programme operated by Ozow in terms of which several Entrants will be drawn (“draw”) after each day in the Competition Period. The first appearing Entrant in the draw shall be the Winner of the Prize for the preceding day. The determination of the draw made by Ozow will be final and no related correspondence will be entered into.</p> <p>Each Winner will be notified of their winnings by Expert Stores, shortly after the draw.</p> <p>The Winner shall be required to agree to the winnings and to allow Ozow and/or Expert Stores to publish the Winner's name on their various social media platforms, including but not limited to Facebook and Instagram.</p> <p>Expert Stores will attempt to make contact with each Winner at least 2 times until 16h00 on the day that a draw is done. If Expert Stores is unable to contact a Winner by the above time, or a Winner declines the Prize or to allow their name to be published by Ozow or Expert Stores, such Winner will forfeit his/her/their prize, and Ozow and Expert Stores reserves the right to award such prize to the next Entrant from the several Entrants drawn by Ozow above.</p> <p>If such new Winner agrees to accept the Prize and the publishing of their name subject to these rules, they will be a Winner of a Prize in the Competition.</p> <p>Once a Winner has agreed to the Prize for a particular day in the Competition Period and to the publishing of his/her/their name, Expert Stores will announce the name of the Winner as soon as possible on its various social media platforms, at Expert Stores’ selection, including but not limited to Facebook and Instagram.</p> <p>Notwithstanding the above, in the event of any unforeseen delays experienced by Expert Stores or Ozow, such as obtaining the Entrants and/or Winners’ details, Expert Stores and/or Ozow reserves the right to contact the Winners and publish the Winner’s names at a later stage, at its sole discretion.</p> |
| How will the prize be claimed? | The logistics involved for the delivery of the Prize to Winners will be made within 7 calendar days of the notification of the Winners, by Ozow, or such other time period that is communicated to the Winners. |
| Personal information | The terms and conditions applicable to the processing of personal information (“ PI ”) (as defined in Protection of Personal Information Act 2013 (“ POPI ”)) by Ozow can be found in the PAIA manual and privacy policy on www.ozow.com . For the avoidance of doubt, all Entrants confirm that they have agreed to the privacy policy, which is made available when making a purchase using Ozow. |
| Marketing | <p>The Entrant expressly consents and agrees that by entering the Competition:</p> <ol style="list-style-type: none"> 1. Ozow and any of its and service providers may contact you using written, electronic or verbal mediums, as regulated by applicable law, using any e-mail address or telephone number provided by or made available by you to Ozow, now or in the future. This consent includes, but is not limited to, contact by manual calling method, pre-recorded or artificial voice messages, text messages, emails, automatic telephone dialling systems, and/or contact by way of social media platforms; 2. you may receive any form of advertising, including by way direct or indirect marketing, electronic marketing or tele-marketing in relation to Ozow’s services, products and otherwise; and 3. Ozow may process and/or store any of your PI trans-border, specifically in the Amazon Web cloud hosting Services. <p>For further information, or should you wish to opt out of any form of direct or indirect marketing mentioned above, please contact our information officer at legal@ozow.com.</p> |
| Participation 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. |

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| Additional information | Ozow may require each Winner to provide Ozow with additional information and documentation in order to process, confirm and facilitate each Winner's acceptance and delivery of their Prize. 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 to comply with any of these rules, then, without prejudice to any other remedy which Ozow may have,</p> <ul style="list-style-type: none"> • such Entrant will be automatically disqualified, and such Entrant will forfeit their Prize (in the event that such Entrant has already won a Prize); • an Entrant and/or Winner will pay Ozow for any loss or damage incurred by Ozow directly or indirectly as a result of non-compliance, including all legal costs (including attorney and own client costs) which Ozow may incur in taking any steps pursuant to an Entrant and/or Winner's non-compliance; and • such Entrants and Winners indemnify and hold Ozow, 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' failure to comply herewith. <p>Ozow's decision on any matter concerning the Competition and/or arising out of these rules is final and binding on all Entrants and Winners.</p> <p>Ozow 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 of any Prize; or by any action taken by Ozow in accordance with these rules.</p> |
| Limitation of liability | Without limitation, Ozow is not responsible for, and is 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. |
| Disclaimer | <p>Ozow is 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 does 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"> • an Entrant's entry or participation in the Competition will necessarily result in such Entrant winning a Prize; or • a Prize, or any aspect thereof, will meet an Entrant's or, if applicable, an Entrant's partner's, requirements, preferences, standards or expectation. |
| Indemnification | 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 harmless against any claim by an Entrant (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 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. |
| Applicable law | These rules will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa. |
| Consumer Protection Act, 68 of 2008 ("CPA") | The Competition is regulated by the CPA and it is not intended that any provision of these rules contravenes any provision of the CPA. Therefore all provisions of these rules must be treated as being qualified by the CPA, if necessary, to ensure that the provisions of the CPA are complied with. |
| Dispute | If any dispute arises in relation to the Competition and its rules, the decision of Ozow shall be final and no correspondence shall be entered into. |
| Rules | A copy of these rules is available at no cost to the Entrants and can be downloaded in printable form from www.ozow.com . |