## **Solution** for when you need it

## **Terms & Conditions**

## FinChoice App - December 2022

FinChoice Africa Ltd is a registered credit provider (NCRCP 8162). FinChoice SA (Pty) Ltd is an authorised financial services provider (FSP no.52725). Guardrisk Life Limited is a licensed life insurer in terms of the Insurance Act 18 of 2017 and an authorised financial services provider (Registration Number 1999/013922/06 and FSP No 76).

## Download our FinChoice App Competition Terms & Conditions

- FinChoice SA (Pty) Ltd ("FinChoice", "we", "our" or "us") is the promoter of this competition.
- 2. FinChoice owns and manages the FinChoice App located at http://bit.ly/FinCApp.
- By entering this competition you agree that these competition rules will apply to you and bind you to the extent permitted in law. These rules, should they require interpretation, will be interpreted in accordance with applicable South African laws.
- 4. You may obtain a copy of the competition rules from www.finchoice.mobi.
- 5. You will be automatically entered into the competition if:
- you are a FinChoice customer; and you have an existing outstanding balance on any FinChoice credit agreement at the time of entry; or
- 5.2. you have been entered by a friend who is a FinChoice customer.
- The competition will run from Tuesday 13 December 18:00 to Saturday 31 December 23:59.
- You can enter the competition by downloading and creating a user profile on our new FinChoice App at http://bit.ly/FinCApp.
- Entry into the competition is limited to one entry per person.
- Your entries must reach us before the closing time of the competition specified in clause 6 above. Although FinChoice will take all reasonable steps, it will not be liable for any technical problems or any lost, delayed or incorrectly received entries.
- There will be ten winners who will receive a R500 cash prize each. The prize shall not be transferable, unless agreed otherwise at our discretion.
- The winners will be selected by random draw and the process will be overseen by an independent attorney or accountant who will also report on the competition in accordance with all relevant regulatory requirements.
- 12. In order to qualify as a winner, you may not be (a) under debt review or in the process to apply for debt review; or (b) a director, member, partner, agent, employee or consultant of the promoter or any supplier of goods or services in connection with the competition, or any other person who directly or indirectly controls or is controlled by the promoter; and/or (c) the spouse, life

partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in (b).

- 13. The prize draw will take place within fourteen business days after the closing date of the competition. If the winner's account is in default at any time from the time of entry to the time of the draw, the winner will immediately be disqualified, and another winner will be selected.
- 14. The winners will be contacted via e-mail and/or sms and/or telephone at which point arrangements will be made for the winners to receive their prizes. If FinChoice is not able to contact the winner despite reasonable attempts within a reasonable time, it reserves the right to disqualify the winner and select an alternative winner, in which event the initial winner will have no recourse against FinChoice. Winners, once successfully contacted, will also be announced on the FinChoice Facebook page.
- 15. Winners may be taxed in terms of applicable tax legislation and participants who require clarity as to the tax implications hereof should seek a directive from the relevant revenue service/authority.
- 16. FinChoice will use the winners' names and photographs in any promotional and/or advertising material for the purposes of FinChoice marketing, unless the winner objects to such use in writing.
- 17. The winner will be required to sign a winner's declaration form and other related documentation as required by law and will also need to provide proof of identity. The winner may not receive a prize if it is against the law for the winner to receive the prize.
- We may require winners to provide us with such additional information that we may reasonably require in order to process and facilitate their acceptance and/or use of a prize.
- 19. The promoter reserves the right, in its sole discretion, to cancel or suspend any competition or change the rules if errors need to be corrected, or to prevent any party from being unduly prejudiced or favoured.
- 20. PLEASE NOTE THAT BY ENTERING INTO THE COMPETITION YOU MAY STAND A CHANCE TO WIN A PRIZE AND THERE ARE NO GUARANTEES.
- If a competition or promotion is cancelled or suspended due to any reasons, all participants or entrants agree to waive any rights that

they may have in terms of the competition and acknowledge that they have no recourse against FinChoice, their employees, agents, partners, suppliers, sponsors or promoters.

- 22. Any violation or attempt to violate any of the above rules will result in the immediate disqualification of the transgressor.
- 23. The prize is provided "as is" and FinChoice disclaims liability however arising out of your use of the prize.
- 24. You hereby indemnify and hold harmless FinChoice (including its directors, employees, members, independent contractors, agents, consultants, sub-contractors and other representatives) from any and all direct, indirect or consequential loss or damages suffered as a result of any action or omission relating to this competition and/or the award of any prize.