### Terms and conditions

#### 1 Promoter

Nedbank Limited (we, our, us) is the promoter of the competition.

# 2 Competition period

The competition starts on 23 April 2021 and ends at midnight on 29 April 2021 (**competition period**).

- 2.1 SimplyBiz, Nedbank Ltd and our designated marketing agencies and partnerships, will contact the prizewinners by email at the address registered with SimplyBiz.
- 2.2 SimplyBiz, Nedbank Ltd and our designated marketing agencies and partnerships, will announce the prizewinners and prizes on social media and through media partnerships
- 2.3 SimplyBiz, Nedbank Ltd and our designated marketing agencies and partnerships may feature all comments and advertisements on social media pages or through any digital or print advertising at the sole discretion of the SimplyBiz team to promote the competition and winners.

# 3 Who may enter the competition?

- 3.1 All Nedbank Small Business Services (SBS) clients (**you**, **your**) may enter the competition. A Nedbank Small Business Services client can be defined as a small-business owner or sole proprietor that is in good standing, has an annual turnover of less than R30 million and falls within the Nedbank small-business segment.
- 3.2 You must:
- 3.2.1 have one of the following accounts: an active, FICA-verified Business Pay-as-you-use, Business Bundle, SBS Ordinary, Business Enabler or Startup Bundle Account;
- 3.2.2 be 18 years or older;
- 3.2.3 live in South Africa;
- 3.2.4 be a registered member of SimplyBiz; and
- 3.2.5 be a mandated and an authorised representative of the small business
- 3.3 The following persons, although meeting the criteria above, may not enter the competition:
- 3.3.1 Our directors, members and employees or their spouses, life partners or immediate family, including adopted persons, but not half- or step-relations); and
- 3.3.2 our suppliers and contractors involved in this competition.

## 4 The competition

- 4.1 The Nedbank Runified Breaking Barriers event is an invitational ultra-marathon for elite runners who aim to break the 50 km world record while supporting entrepreneurs.
- 4.2 The ultra-marathon will take place on 23 May 2021 in Ggeberha.
- 4.3 A total of 35 Nedbank SBS clients stand a chance to win multiple branding opportunities associated with the race (that we, as the sponsor, would normally enjoy) by:
- 4.3.1 logging in on SimplyBiz;
- 4.3.2 creating or updating your SimplyBiz business profile in the dashboard;
- 4.3.3 completing the entry form; and
- 4.3.4 telling us how you defied the odds and broke records in your business.

## 5 The prizes

- 5.1 If you win, we will email you at the email address you have used to register for SimplyBiz.
- 5.2 We will announce all winners and prizes on social media and through media partnerships.
- 5.3 We may feature all comments and advertisements on social-media pages or through any digital or print advertising channel at the sole discretion of Nedbank, SimplyBiz and media partners to promote the competition and the winners.
- 5.4 If you win, we will give your businesses free advertising exposure (to an estimated audience of about 500 000 across all platforms) by:
- 5.4.1 placing your logo on the race number of two runners one male and one female;

- 5.4.2 giving you public relations (PR) exposure across all race collateral from the announcement of the winners to race day;
- 5.4.3 mentioning your brand on social media before the event and via real-time social commentary on the day of race; and
- 5.4.4 giving you Race day SABC airtime valued at about R100 000, mentioning your business via commentary and live reads on the day of the race.

## 6 Selection of prizewinners

- 6.1 We will choose the winners on 4 May 2021 via an electronic draw and final selection at our sole discretion based on the valid entries we have received.
- 6.2 The selection will take place on 4 May 2021.
- 6.3 All completed entries received during the competition period and that meet the competition requirements will be eligible for entry in the selection.
- 6.4 If there is a dispute, our decision will be final and binding on all aspects of the competition and we will not enter into any correspondence.
- You cannot transfer the prize and if you do not accept your prize for any reason, we will choose another winner, subject to the same conditions, at our sole discretion.
- All other costs or expenses relating to the prize that have not been mentioned in these terms and conditions are excluded from the prize and are not recoverable.
- 6.7 If you have won and we cannot get hold of you within five days following the draw, you will forfeit the prize and we will choose another winner, subject to the same conditions.
- 6.8 If you have won and you reject your prize, you will give it up and we will choose another winner, subject to the same conditions.
- 6.9 We will not be responsible for any delays in the delivery of the prize. We will also not be responsible for any additional conditions that third parties impose.
- 6.10 Under no circumstances will we give the prize to a third party. We will give the prize to verified winners only.
- 6.11 We will not be liable for delays or failure to deliver any part of the prize resulting from acts beyond our reasonable control. These acts include acts of God, strikes, lockouts, riots, acts of war, civil disorder, rebellions or revolutions in any country, epidemics, acts of terrorism, vandalism or sabotage, governmental regulations imposed after the fact, communication line failures, power and telecommunications failures, earthquakes, fire, floods or other disasters. If you win, we will let you know as soon as reasonably possible if your prize is affected in this manner.
- 6.12 We reserve the right to replace the prize with another prize of similar commercial value at any time.
- 6.13 If you win, you will need to complete a confirmation form for audit purposes. The completed and signed form will be proof that you are the correct recipient of the prize and all prize deliveries will be made on this basis (emails, courier slips, etc).

#### 7 General

- 7.1 All information about this competition and information published on any promotional material are part of these competition rules.
- 7.2 We, our associated companies, agents, contractors and sponsors will not be liable for any direct or indirect loss or damage resulting from your participation in the competition or for any loss or damage.
- 7.3 If you enter this competition and you win, you (at no fee) consent to endorsing, promoting and/or advertising any service of ours and our partners.
- 7.4 These terms and conditions are available on the SimplyBiz website.
- 7.5 By entering this competition, you agree to be bound by these terms and conditions and the terms and conditions of SimplyBiz.
- 7.6 If you win, we will not be liable for any accident, injury, harm, death, damages, costs and/or loss that you and/or any other person who participates in the competition sustain or suffer at any point.

#### 8 More information

For more information email us at contactus@simplybiz.co.za or visit simplybiz.co.za.