

Franc Group (Pty) Ltd

Competition Terms and Conditions

1. These are the terms and conditions (“Competition T’s and C’s”) specific to all competitions (“Competitions”) conducted or promoted by or in association with Franc Group Proprietary Limited (“Franc”), run through the Franc app (the “App”) or otherwise. In the event of a conflict between these Competition T’s and C’s and Franc’s general terms and conditions (“General T’s and C’s” found here: <https://www.franc.app/terms>) (in respect of you (a “User”, “You”, “Your” or “Yourself”) are already bound), these Competition T’s and C’s shall prevail.
2. Your entry into a Competition constitutes your binding acceptance of the Competition T’s and C’s on behalf of Yourself and (where applicable) any person with whom You may share a prize (in the event that You win a prize which is for You and one or more additional persons (your “Partner”). You agree that Your participation in the Competition, and Your acceptance and/or use of a prize, or any aspect thereof, is at Your own risk.
3. When applicable, it is Your responsibility to ensure that Your entry is received by Franc (and/or any activity that is required to be performed by You in order to satisfy any condition applicable to any Competition, is completed by You) prior to any applicable Competition deadline. Any entries that are not received by Franc (and any incomplete activities) prior to any Competition deadline will result in a User being ineligible to participate in that particular Competition, regardless of the reason for the late entry or incomplete activity.
4. Entrants under the age of 18 must obtain permission from their parents or guardians before entering.
5. Competitions are not open to Franc’s shareholders, directors, present or past employees, consultants, service providers, suppliers, holding companies, subsidiaries, affiliates, agents, representatives, successors, and assigns (where applicable) (“Affiliates”) (and includes the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified herein).
6. Franc and its third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel any Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which they deem necessary. In the event of such variation, postponement, suspension or cancellation, You agree to waive any rights, interests and expectations that You may have in terms of a Competition and acknowledge that You will have no recourse (where applicable) against Franc, its Affiliates and/or third party suppliers.
7. In addition, Franc reserves the right to terminate Your right to participate in any Competition should any one or more of the following events occur:
 - 7.1 You commit fraud or Franc suspects that You have done so;
 - 7.2 Where Franc is under the impression that Your behaviour was inappropriate or constitutes misconduct or prohibited conduct;

- 7.3 If You breach these Competition T's and C's; or
- 7.4 If the law requires Franc to do so.

8. Competition winners will be notified via the App.

9. Warranties

Franc does not make any representations or give any warranties, whether expressly or implicitly, as to prizes (which are given on an "as is" basis and are not transferable, nor exchangeable for credit or kind whether in part or in full), and in particular, but without limitation, makes no representations and gives no warranty –

- 9.1. as to the quality, merchantability or suitability or fitness for a particular purpose in respect of the prizes;
- 9.2 that Your entry or participation in the Competition will necessarily result in You winning a prize;
- 9.3 that a prize, or any aspect thereof, will meet Your requirements, preferences, standards or expectations; or
- 9.4 that a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.

10. Liability

10.1 Franc and its Affiliates shall not be responsible, and disclaim all liability, for any all loss (financial or otherwise) as result of a User's participation in a Competition. This includes (without limitation) claims, damages, liabilities, losses, costs (including legal costs on a scale as between attorney and own client and any additional legal costs) or expenses of any kind, whether direct or indirect, actual, consequential, compensatory, incidental, punitive or special (including damages for loss of business, revenue, profits, data, use, goodwill or other intangible losses) including loss incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry regarding any aspect of Your participation in any Competition (collectively "Loss"), whether arising from negligence or any other cause, which is suffered by Your participation in the Competition or the acceptance and/or use by You, or your Partner (if applicable), of any prize, or by any action taken by Franc or any of its Affiliates in accordance with these Competition T's and C's and which includes, without limitation –

- 10.1.1 any entries which are deemed unsatisfactory by Franc, for any reason whatsoever;
- 10.1.2 costs or expenses which You may incur during and for purposes of Your entry into the Competition (all of which shall be for Your account) and your acceptance and/or use of a prize;
- 10.1.3 problems or technical malfunction of any servers, or providers, computer hardware or software failure or malfunction or any other technical or other problems;
- 10.1.4 harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time; and/or
- 10.1.5 injury or damage to Your or any other person's computer, mobile telephone or other device used by You to enter into, or obtain any materials related to, any Competition.

10.2. To the fullest extent permitted by Law, a User indemnifies, defends and holds harmless Franc and Franc's Affiliates from and against all Loss arising from, or related to Your entry into a Competition and (where applicable) Your acceptance of a prize. This indemnity shall bind upon and inure to the benefit/obligation of any successors, assigns, heirs and personal representatives of Franc (or any of Franc's Affiliates) and the User. The User's obligations contained herein remain operative regardless of whether a Competition has been completed or not. Franc (or any of Franc's Affiliates) reserves the right to exercise sole control over the defence, at the User's expense, of any claim subject to indemnification pursuant to these Competition T's and C's.

11. Data

11.1 It is Your responsibility to ensure that any information which you provide to Franc is accurate, complete and up to date (in respect of which You are already bound to Franc's Privacy Policy (link found here: <https://www.franc.app/privacy>)). Should any of the data provided by yourself in connection with this Competition prove to be invalid, inaccurate, false or misleading, Your entry shall be disregarded and You shall be prohibited from entering any further Competitions for a set period to be determined by Franc.

11.2 You hereby agree to Franc publishing Your name, on the App, Franc's website or via email, for the purposes of announcing winners of Competitions, leaders of in-Competition games and/or challenges and/or for the purposes of promoting any Competition.

11.3 Franc may invite You to participate in any of its marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of Franc's goods or services, for which no fee, royalty or other compensation will be payable. You may decline such an invitation.

12. General

12.1 You may not win a prize if it is unlawful for Franc to supply such a prize to You. If You do win such a prize, You will forfeit it.

12.2 If You fail or, if Your Partner (if applicable) fails, to comply with any of these Competition T's and C's, then without prejudice to any other remedy which Franc may have, You will be automatically disqualified from a Competition and You will forfeit the prize/s (in the event that You have already won a prize).

12.3 Franc may assign, transfer, and subcontract its rights and/or obligations under these Competition T's and C's without any notification. A User is prohibited from assigning, transferring, or subcontracting any rights and/or obligations under these Competition T's and C's without Franc's written consent.

12.4 The rule of construction that these Competition T's and C's shall be interpreted against the party responsible for the drafting of these Competition T's and C's, shall not apply.

12.5 If any provision of these Competition T's and C's are found to be invalid under any law, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of these Competition T's and C's will be enforced as if such provision was not included.

12.6 These Competition T's and C's will be construed, interpreted and enforced in accordance with the laws of the Republic of South Africa and (where relevant) supplemented by the General T's and C's.

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