



## TERMS AND CONDITIONS

### Section A: Terms and conditions specific to this competition

1. This Discovery #IWasThere (“**the Competition**”) is promoted by Discovery Bank Ltd. “**Bank**”/“**we**”/“**us**”) in association with Supersport and is subject to –
  - 1.1. the specific terms and conditions set out in this Section A; and
  - 1.2. the standard competition terms and conditions set out in Section B below.
2. The Competition entry period will start at 00:00 on 26 August 2022 and will close at 23:59 on 12 October 2022.
3. Five (5) winners will be drawn to win a trip for themselves, plus a companion, to attend the Formula 1 season finale to be held in Abu Dhabi on the weekend of 18 – 20 November 2022.
  - 3.1. Three (3) winners will be drawn for the period 26 August – 22 September 2022 (entries close at 23:59 on 22 September 2022)
  - 3.2. Two (2) winners will be drawn for the period 24 September – 12 October 2022 (entries close at 23:59 on 12 October 2022)
  - 3.3. All entries will be considered for both draws, although a participant may only be a winner once.
4. The competition is open to all existing and new Discovery Bank clients who are the primary accountholder of a Discovery Bank Transaction Account, Discovery Bank Credit Card Account, or Discovery Bank Suite which is in good standing.
5. Discovery Bank clients who only have a Discovery Bank savings account or Discovery Account, or who have the previous Discovery Card product, must upgrade to a qualifying Discovery Bank product during the competition period and remain in good standing.
6. Entries into the competition draw will be automatically awarded for the following (clients are not required to opt-in):

Entry Mechanism	Number of Entries Received
Joining Discovery Bank during the competition period (Existing Discovery Bank clients with a Discovery Bank Transaction Account, Credit Card Account or Suite will be automatically entered and receive 10 entries).	10
Upgrading from only a Discovery Bank savings account or Discovery Account to a Discovery Bank Transaction Account, Credit Card Account or Suite, or switching from the previous Discovery Card to a new Discovery Bank credit card product.	10

<p>Spending a minimum of R250 (per transaction) on a Discovery Bank physical debit or credit card (in-store or online purchases), with 1 entry per R250 spent.</p> <p>i.e if R540 is spent in one transaction, qualifying Discovery Bank clients will receive 2 entries into the draw for that transaction.</p>	1
<p>Spending a minimum R250 (per transaction) on a Discovery Bank virtual debit or credit card OR via Apple Pay, Fitbit Pay, Garmin Pay, Google Pay, Samsung Pay, with 2 entries per R250 spent.</p> <p>i.e. if R540 is spent in one transaction, qualifying Discovery Bank clients will receive 4 entries into the draw for that transaction.</p>	2
<p>Deposit or fund your accounts with R5,000 during the competition entry period (excluding inter-account transfers).</p>	10

7. A maximum spend limit of R100,000 will apply for qualifying entries during the competition entry period. Any transactions over this limit will not count towards the client's entry total.
8. Entries are awarded once the payment has been received by the merchant. Payments made but not received by the merchant before the entry closing date will not be included for that prize draw.
9. Clients' total entries into the draw will be communicated via an in-app notification at least once throughout the competition period.
10. From the qualifying entries, five randomly selected clients will win the prize.
11. Subject to clause 12 below, the winner will receive a VIP experience at the Season Finale in Abu Dhabi (as more fully described in clause 3) and may include in the tour, one companion. No restriction applies in respect of the companion's age.
12. The winner and their companion ("**the Travel Party**") will receive the prize only if they are able to secure, to the satisfaction of Discovery's appointed travel agent, the necessary travel documents (including but not limited to passports and visas) at least two weeks before the scheduled travel date ("**the Cut Off Date**"), which travel date will be determined by Discovery Bank in its sole and absolute discretion. Whilst the travel agent will be responsible for the visa application, the Travel Party will be responsible for providing the required documentation in a timeous manner as and when requested.
13. Failure by the Travel Party to secure the required travel documents by the Cut Off Date will result in the winner forfeiting the prize and Discovery may draw another winner.
14. Discovery Bank will pay the reasonable costs of the Travel Party's visas while the Travel Party will be responsible for their own passport expenses.

15. The Prize consists of the following in respect of the Travel Party –
- 15.1. **Local Travel:**
- 15.1.1. The Travel Party's transport to OR Tambo International Airport ("**OR Tambo**") will either be arranged and paid by Discovery Bank or reimbursed by Discovery Bank to the Travel Party, at Discovery Bank's discretion.
  - 15.1.2. Discovery Bank will determine the mode of transport it is willing to arrange and pay or reimburse depending on the location of the winner and companions respectively.
  - 15.1.3. Parking fees incurred by the Travel Party will not be paid or reimbursed by Discovery Bank.
- 15.2. **International Travel:** Return economy flights from OR Tambo to Abu Dhabi International Airport in Abu Dhabi, UAE and from Abu Dhabi International Airport to OR Tambo on the dates determined by Discovery Bank in its sole and absolute discretion for purposes of the tour ("**the Travel Dates**").
- 15.3. **Travel Insurance:** Discovery [Travel insurance](#) will be provided for the Travel Party.
- 15.4. **Accommodation:** One sharing room for four nights at a four-star hotel, chosen by Discovery Bank, with breakfast included in Abu Dhabi.
- 15.5. **Airport/hotel transfers (return):** Return transfers between Abu Dhabi International Airport to the hotel.
- 15.6. **Clothing:** Discovery Bank branded clothing and accessories at Discovery Bank's discretion. Sizes will be obtained from the winner. Discovery Bank will not be liable for incorrectly sized clothing.
- 15.7. **Race Weekend Tickets:** Tickets to the F1 Grand Prix season finale race in Abu Dhabi as advertised in the Competition (including the warm-up, qualifiers and race day). Attendance by the Travel Party is compulsory. Should the winner and/or their companion fail to attend the race, for any reason other than circumstances that were a) unforeseen and b) out of their control and c) not caused by them, the winner will reimburse Discovery Bank for the cost of the ticket/s not used as well as their transfer/s to the race. Tickets may not be sold or otherwise transferred to another person and must be returned in the event that the winner and/or their companion did not attend the race.
- 15.8. **Hotel/racetrack transfer:** Transfers from the hotel to the Yas Marina circuit on free practice, qualifying and race day. Should the Travel Party miss or choose not to use the arranged hotel transfer, they will be responsible for the arrangement and cost of their return to the hotel after the race.
- 15.9. **VIP Experience:** Access to a race-related fan experience in Abu Dhabi as selected by Discovery Bank.

16. The Prize provides the following **exclusively for the winner**: R20,000 (twenty thousand Rand), issued in either Rand or United States Dollars at Discovery Bank's discretion, which may be spent by the winner as they see fit.

**17. Cancellation or postponement of the race**

If the race for which the winner received tickets is cancelled or postponed for any reason whatsoever after the winner has departed for Abu Dhabi to attend the race, Discovery Bank will not provide the winner with tickets to another race or extend the winner/Travel Party's stay in order for them to attend the postponed race.

**18. Deviations from the flights**

18.1. It is the responsibility of the Travel Party to ensure timeous arrival at the local and international airports. Should a flight be missed by the winner or their companion for whatever reason, alternative flight arrangements and the cost thereof will be the responsibility of the winner/companion, as the case may be.

18.2. In the event that the winner and/or their companion missed a local or international flight for any reason other than circumstances that were a) unforeseen and b) out of their control and c) not caused by them, the winner will be required to refund to Discovery Bank the cost of those missed flight/s. The winner will be required to inform Discovery Bank in writing within 5 (five) business days of the missed flight/s of the reason/s why their flight/s was/were missed, and Discovery Bank will determine in its sole and absolute discretion whether the winner should refund Discovery Bank for such missed flight/s.

18.3. No international flights other than the flights from OR Tambo to Abu Dhabi International Airport and from Abu Dhabi International Airport to OR Tambo on the Travel Dates will be booked and paid by Discovery Bank. Accordingly, should the **Travel Party** elect to –

18.3.1. meet the Discovery Bank team in Abu Dhabi due to pre-existing travel arrangements or for any other reason, the **Travel Party** will forfeit their flight to Abu Dhabi International Airport and Discovery will arrange and pay for the Travel Party's flights from Abu Dhabi International Airport to OR Tambo only, on the pre-determined Travel Date; or

18.3.2. delay their return to South Africa, the **Travel Party** will forfeit their return flight to OR Tambo and will be responsible for all arrangements and costs relating to their return to South Africa.

**Section B: General Competition Terms and Conditions**

1. These are the standard terms and conditions for competitions promoted by the Discovery Bank Ltd. ("**Bank**"/ "**we**"/ "**us**").
2. In the event of a conflict between the terms and conditions of Section A and Section B, Section A will prevail.
3. Your entry into the Competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your acknowledgement and acceptance of the terms and conditions set out in Section A and Section B ("**these Terms and Conditions**").

4. Accounts in Good standing means that none of your Discovery Bank accounts or credit facilities are overdrawn, in arrears, in default, or subject to any legal process with Discovery Bank, including keeping your KYC (verification information) and AML (anti-money-laundering) information up to date. 'Legal process' excludes debt review as defined in the National Credit Act 34 of 2005.
5. Competitions are not open to -
  - 5.1. directors, members, partners, agents, employees or consultants of the Discovery Group of companies or any supplier of goods or services in connection with the Competition; or
  - 5.2. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 4.1 above.
6. Entries received after closure of the Competition will be invalid, regardless of the reason for the late entry.
7. We are not responsible for –
  - 7.1. competition entries not received by us timeously or at all, regardless of the cause, including but not limited to technical malfunction of banking networks and computer systems and even if the problem was caused by us;
  - 7.2. any expenses incurred by you or any other person for purposes of your entry into the Competition and/or acceptance and/or use of a prize, unless we clearly state that the Prize itself provides for such expenses; or
  - 7.3. any misrepresentation caused due to an unintentional copy error, typing error or missing content on any promotional material.
8. The Discovery Bank account terms and conditions apply. Please read the [Discovery Bank terms and conditions](#) for more information.
9. We will use and process the information that you provide to us for purposes of the Competition and in accordance with our privacy statement available [here](#), Section B. You may write to us at [privacy@discovery.co.za](mailto:privacy@discovery.co.za) should you have any questions or concerns regarding how we will use your personal information.
10. It is your responsibility to ensure that all information provided to us is accurate, complete and up to date and you agree that we may verify it. Should we find that any information provided by you in connection with the Competition is invalid, inaccurate, false or misleading, your entry may be dis-regarded and you may be prohibited from entering any further competitions for a period to be determined by Discovery Bank in its sole and absolute discretion.
11. We may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate your acceptance and/or use of a prize. If you refuse to provide us with the requested information or documentation, you may forfeit the prize. This decision will be at the discretion of Discovery.
12. We do not make any representations or give any guarantees that –
  - 12.1. your entry or participation in the Competition will result in you winning a prize;

- 12.2. a prize, or any aspect thereof, will meet your requirements, preferences or expectations; or
- 12.3. a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe, reliable or fit for any particular purpose.
13. Prizes are not transferable and may not be sold, deferred, changed or exchanged for cash or any other item.
14. Where a prize consists or includes an overseas trip -
  - 14.1. You must be in possession of a valid passport at the time of you being announced as one of the competition winners.
  - 14.2. you are responsible for obtaining all documents and permission required by the applicable authorities in relation to such trip, including but not limited to a valid passport and documents required for the visa application ("**Travel Documents**"). Discovery will pay the reasonable costs of the required visa.
  - 14.3. should you not be able to secure the necessary Travel Documents before the Cut Off Date, you may forfeit the prize.
15. Winners will be notified that they have won the Competition by means of the contact details associated with the winning bank account holder on our system. If we, or our third party supplier, are unable to contact a winner within three days of the prize being awarded, or if the winner is unable to claim the prize within three days for whichever reason, the winner may forfeit the prize and Discovery Bank may nominate a new winner.
  - 15.1. If you are a winner in the Competition, we may request the following:
    - 15.1.1. Publication of your name in any media to promote the #IWasThere campaign
    - 15.1.2. A minimum of 10 social media posts and/or specific content regarding the campaign and prize be posted on your personal social media profiles throughout the trip using the specified tags and hashtags provided.
    - 15.1.3. Use of all videos and/or photos taken by us of you at the winner announcement and throughout the trip on Discovery's social media profiles and within campaign related marketing communications; and
    - 15.1.4. publication of your name and/or a video and/or photos of you in any media to promote and advertise any of our brands, goods or services with no fees or royalties paid to you.
16. Discovery Bank and the judges' decision on any matter concerning the Competition and/or arising out of these Terms and Conditions are final and no correspondence will be entered into.
17. We reserve the right to –
  - 17.1. postpone, suspend or cancel the Competition; and/or
  - 17.2. change these Terms and Conditions; and/or
  - 17.3. change any prize or substitute any prize with another of equivalent value;at any time and for any reason without notice to you and you will have no claim against us or our third-party suppliers as a result of such postponement, suspension, cancellation or change.

18. We reserve the right to exclude the participant and any accumulated entries from the draw if any one or more of the following events occur:
  - a) They commit fraud.
  - b) If they breach these terms and conditions.
  - c) If the law requires us to do so.
19. You agree that your participation in the Competition, and your acceptance and/or use of a prize, or any aspect thereof, is voluntary and at your own risk.
20. We will not be responsible for any claim, loss, damage, damages, injury or death, arising directly or indirectly ("**Losses**") that may be incurred or suffered by you or any other person as a result of your participation in the Competition and/or your acceptance of a prize.
21. You agree to indemnify and hold Discovery harmless in respect of any Losses incurred or suffered by Discovery Bank as a result of your participation in the Competition and/or your acceptance of a prize.
22. Where a prize allows you to include a companion ("**Companion**") and you elect to do so –
  - 22.1. these Terms and Conditions will apply *mutatis mutandis* to your Companion and you undertake to make them aware thereof, it being recorded that these Terms and Conditions will apply to your Companion irrespective of whether you made them aware of it;
  - 22.2. you assume full responsibility for them; and
  - 22.3. where a Companion is a minor, you will ensure that they are at all times accompanied by you or an adult appointed by you.
23. If you or your Companion fail to comply with any of these Terms and Conditions –
  - 23.1. you may be disqualified from the Competition and may forfeit any prize/s that you may have won; and
  - 23.2. you will be liable for all Losses incurred and/or suffered by us as a result of your and/or your Companion's non-compliance, including all legal costs incurred by us in enforcing our rights against you.
24. These Terms and Conditions will be interpreted in accordance with the laws of South Africa.