



## 2024 NEDBANK SMALL BUSINESS STARTUP BUNDLE COMPETITION TERMS AND CONDITIONS

### 1 Introduction

- 1.1 Nedbank (we, us, our) is excited to launch the Nedbank Small Business Startup Bundle campaign by showcasing the great benefits of the Nedbank Startup Bundle and Business Bundle. This campaign invites business owners to share their insights and discover how we can power their growth.
- 1.2 Business owners are encouraged to go to the Smile FM station website and, from the drop-down menu or list of benefits, select the benefits that best suit their business and say why. They will then stand a chance to win a cash prize that will be paid into a Nedbank Business Startup Bundle Account.

### 2 The promoter

- 2.1 Smile FM will run the competition.
- 2.2 Smile 90.4 FM (Pty) Ltd is a South African commercial radio station based in Johannesburg, with company registration number 1996/008632/07.

### 3 Duration of the competition

The competition starts on 18 November 2024 and ends on 30 November 2024.

### 4 Who can and cannot enter the competition

- 4.1 A participant (**you, your**) must:
  - 4.1.1 be 18 years or older; and
  - 4.1.2 have a South African ID
- 4.2 You may not enter this competition if:
  - 4.2.1 you are one of our employees (including temporary and contract employees), associated companies, agents, contractors, or sponsors;
  - 4.2.2 you are a spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any person listed in 4.2.1; or
  - 4.2.3 you have won a competition on Smile FM within the past 3 months.

### 5 How to enter

- 5.1 To stand a chance to win the prize, you must do the following:
  - 5.1.1 Have a Nedbank Startup Bundle Account.
  - 5.1.2 Visit the Smile FM website, find the dropdown list of benefits of the Nedbank Small Business Startup Bundle, and choose the benefit that you believe will impact your business the most and explain why using the form.
- 5.2 You may have only 1 entry. If you have multiple entries, you will be disqualified.

### 6 The prize

- 6.1 Five participants stand a chance to win up to R12 000 in cash prizes.



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6.2 If you win and already have a Startup Bundle, Bundle 50 or Bundle 100 Account, the prize will be doubled and paid into your Nedbank Business Startup Bundle Account or Business Bundle Account.

### 7 Selection of the winners

7.1 Smile FM judges will review all the entries and select the winners through a random draw. One winner will be selected each day.

7.2 A winner awarded a cash prize will receive a deposit, paid into their Nedbank Business Startup Bundle Account or Business Bundle Account, from Smile FM within 30 days from the last day of the competition.

7.3 If you win, the following applies:

7.3.1 The team from (the show on Smile FM on which the competition is aired) will call you and the first 3 winners to answer will be selected to participate live on air.

7.3.2 *The Smile FM* team (and **not** Nedbank) will call you after you have been on air. If you cannot be reached to participate on air, you will not receive the prize.

7.3.3 If you do not submit your ID and proof of bank account (so that your details can be validated) as required within 3 months of having been notified as a winner, you will forfeit the prize.

7.3.4 Neither Smile FM nor we will be responsible for any technical failures affecting your participation in the competition or if your entry has been left out from participation.

7.3.5 If a dispute arises, our and the Smile FM judges' decision will be final and binding on all aspects of the competition, and they will not discuss the matter further.

7.3.6 All costs or expenses relating to the prize or competition (such as data costs or airtime for participating in the competition) that have not been mentioned here are excluded.

7.3.7 We will not be responsible for any delays in your taking up the prize.

7.3.8 We will not be responsible for any additional conditions that third parties impose.

7.3.9 We will give the prize directly to you and not to anyone else, and we will not replace it with cash.

7.3.10 We will not be liable for delays or failure to deliver any part of the prize resulting from acts beyond our reasonable control. We will let you know as soon as reasonably possible if your prize is affected in this way.

7.3.11 We reserve the right to replace the prize at any time with another of similar commercial value.

### 8 General

8.1 You must ensure that Smile FM receives your entry before the competition closes. If it is not received before the competition closes for any reason, it will be left out.



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- 8.2 You must ensure that you provide information that is accurate, complete, and up to date. If that information is invalid, inaccurate, or misleading, you will not be allowed to enter the competition or your entry will be left out.
- 8.3 Smile FM has nothing to say about whether, and does not warrant, expressly or implicitly, that:
  - 8.3.1 your entry or participation in the competition will necessarily result in your winning a prize;
  - 8.3.2 a prize, or any aspect of it, will meet your or your partner's requirements, preferences, standards or expectations; or
  - 8.3.3 a prize, or any aspect of it, will be satisfactory, punctual, free from defects, safe or reliable.
- 8.4 You – and in the event of your death, your family, dependents, heirs, assignees or any other beneficiaries of your estate – indemnify and hold Smile FM and our affiliates harmless against any claim by you or your partner, (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 that you may suffer, howsoever arising, in relation to your entry into this competition and/or acceptance and/or use by you of a prize.
- 8.5 You acknowledge (including on behalf of your partner) that you and/or your partner accept and use a prize subject to these terms and conditions and that you take full responsibility for your partner.
- 8.6 All the information about the competition, including information that is published on any competition material, is part of these terms and conditions.
- 8.7 By entering the competition, you agree to be bound by these terms and conditions, and you also so agree on behalf of any person with whom you may share a prize [if you win a prize that is for you and one or more additional persons (your partner)]. If you or your partner fails to comply with these terms and conditions and you have won a prize, without prejudice to any other remedy that Smile FM may have, you will be disqualified automatically and you will forfeit the prize(s).
- 8.8 These terms and conditions are available on our website at [nedbank.co.za](http://nedbank.co.za) throughout the competition period.
- 8.9 If you win, we may ask you to consent in writing to endorsing, promoting and advertising any of our services, without payment. If you decline our request, you will still receive the prize.
- 8.10 By entering the competition, you acknowledge that your personal information needed for this competition will be shared with us and our agents, but only to the extent necessary for the competition. Your personal information will be used in line with South African consumer and data protection laws.
- 8.11 Smile FM may extend, shorten or cancel the competition immediately and without notifying you if it is permitted by law, if we must do so by law, or for reasons beyond our control. If this happens, you will give up any rights that you may have in terms of this competition and you will have no recourse against Smile FM or its agents, contractors or sponsors, or us or our agents, contractors or sponsors, as a result of the extension, shortening or cancellation.



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8.12 Smile FM or its affiliates or we or our directors, employees, agents or suppliers will not be responsible for any direct or indirect loss or damage resulting from your participation in the competition, or for any accident, injury, harm, damages, costs or death that you or any other person who participates in the prize (including your partner) sustains at any point during the fulfilment of the prize.

### **9 More information**

For more information about the competition, email us at [info@smile904.fm](mailto:info@smile904.fm)