

Card Personalisation terms and conditions (“Terms”)

1 Introduction

- 1.1 These Terms become effective when you use the Card Personalisation website.
- 1.2 You must know, understand and comply with these Terms as they are a binding agreement between you and us.
- 1.3 ***Important clauses, which may limit our responsibility or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses.***

2 Definitions

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way round.

Word	Meaning
Bank, we, us, our	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
Card	Your BlueBean™ Credit Card issued to you by us subject to its terms and conditions.
Image	Any graphical image capable of being incorporated onto a Card.
Gallery	Approved Images selected by us and set out on the Website for you to choose from.
Website	Our website situated at www.bluebean.com .
You	The user who logs onto the Website.

3 Uploading an Image

- 3.1 In order to upload an Image you must:
- 3.1.1 log onto the Website;
- 3.1.2 click on the banner headed “Put any picture on your credit card” on the home page;

3.1.3 click on the link headed “Get Started”, which will direct you to the design page, at which you can either:

3.1.3.1 upload your own Image, which is subject to our approval as set out in clause 3.3 below; or

3.1.3.2 select an Image from the Gallery; then

3.1.4 enter your name, surname, email address and contact number in full and click on submit.

3.2 You must ensure the your selected Image does not contain any of the following:

3.2.1 trademarks or copyright material that is famous including but not limited to Images marked with ©, ® or ™ or signs;

3.2.2 advertising, promotional material including branded products and services;

3.2.3 cellphone numbers, (web page addresses URLs), account numbers or email addresses;

3.2.4 celebrities, musicians, athletes, entertainers, public-figures, or cartoon characters that are famous;

3.2.5 provocative or sexual images including nudity or semi nudity;

3.2.6 violent or offensive racist images including any images in which weapons or firearms are the focal point;

3.2.7 images portraying anti-social or obscene behaviour;

3.2.8 images where drinking (or being drunk), smoking or gambling is the focus; or if drinkers or smokers look under-age;

3.2.9 offensive religious or political images including images that portray socially unacceptable groups or political statements;

3.2.10 text unless benign and in the English language;

3.2.11 subject matter of any nature that might result confusion at point of sale or that might result in card fraud;

3.2.12 images where money or currency is the focus;

- 3.2.13 any reference to the Olympic Games;
 - 3.2.14 trade names, logos, slogans or other identifying indicia of any card processing associations (e.g. MasterCard, American Express, etc.); or
 - 3.2.15 profanity or obscenity.
- 3.3 We will decide whether or not you may use the Image on a Card and our decision is final. We will notify you of our decision.

4 **General**

- 4.1 All copyright in your Image, which includes, but is not limited to any alteration, will vest in us, at no cost to us and you, have no claim to your Image whatsoever.
- 4.2 You assign to us the copyright in your Image and will execute any documents (if required) to give effect to such assignment.
- 4.3 You indemnify us against any claims brought by another person arising out of an infringement of the copyright held or claimed to be held by any other person.
- 4.4 You warrant that your Image is your own original Image and that your Image does not infringe of the copyright of any other person.
- 4.5 If your Image contains the likeness of a human being, you warrant that that you have obtained the consent of that human being to have their likeness used.
- 4.6 ***We accept no liability whatsoever for any direct or indirect loss or damage no matter the cause, arising from your use of the Website or if you upload an Image onto the Website.***
- 4.7 The invalidity, illegality or unenforceability of any of the clauses of these Terms will not affect the remaining clauses of these Terms.
- 4.8 Any complaints and queries relating to your card personalisation may be directed to the helpline on 0860 121 131 between 0900 and 18:00 Monday to Friday.
- 4.9 ***If you lose your Card you will be responsible for the costs of a replacement card.***