

THE STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”):  
TERMS AND CONDITIONS IN RESPECT OF THE BLUEBEAN #GETBUSYLIVING VIRAL  
CAMPAIGN COMPETITION (“COMPETITION”)

*Important clauses which may limit our responsibility, place an obligation on you to indemnify us, involve an acknowledgment of any fact or involve some risk for you will be in bold and italics. You must pay special attention to these clauses.*

1 **DURATION**

The Competition starts at 00h00 on Tuesday, 22 March 2016 and ends at 23h59 on Thursday, 30 June 2016 (“**Competition Period**”).

2 **WHO MAY ENTER**

To qualify as an entrant of this Competition you must:

- 2.1 be 18 (eighteen) years of age or older; and
- 2.2 permanently reside in the Republic of South Africa (“**RSA**”).

3 **HOW TO ENTER**

- 3.1 Design and create an original video of how you #getbusyliving.
- 3.2 Your video must not be longer than 5 Minutes (“**Video**”). Please refer to <http://bluebeanmarketing.com/getbusyliving/BlueBean-Viral-Competition-Guidelines.pdf> *for the guidelines which you must use in your Video. These guidelines will include, but not be limited to, using the words “BlueBean Credit Card” in your Video.*
- 3.3 Submit your Video to <http://www.bluebeanmarketing.com/getbusyliving> before the close of the Competition Period. Your Video will be vetted by the BlueBean division of Standard Bank (“**BlueBean**”) and if it is approved by BlueBean, it will be uploaded to the BlueBean Youtube channel.
- 3.4 Once your Video has been uploaded to the BlueBean Youtube channel, you may use the remainder of the Competition Period to promote your Video, *provided that you do not incentivise any third party when marketing your Video or promise a share of any winnings to such third party. In the event of a breach of this proviso, Standard Bank reserves the right to disqualify an entrant and shall further not be held responsible by any entrant and/or third party for any claim of whatsoever nature.*

3.5 There are no forms to fill in and once you meet the requirements set out in clause 2 above and this clause 3, you will automatically be entered into the Competition.

3.6 You may submit only 1 video as your entry. You may enter as an individual or as a team.

#### 4 PRIZE

4.1 Three entrants will each win one of the following prizes (collectively referred to as the “**Prize**”):

4.1.1 one entrant will win R50 000.00 (fifty thousand Rand) (“**1<sup>st</sup> Prize**”);

4.1.2 one entrant will win R25 000.00 (twenty five thousand Rand) (“**2<sup>nd</sup> Prize**”);  
and

4.1.3 one entrant will win R15 000.00 (fifteen thousand Rand) (“**3<sup>rd</sup> Prize**”).

4.2 The Prize winners will be judged in accordance with the following criteria:

4.2.1 the number of likes that their Video attracts from other Youtube users, set at a minimum of 20 (twenty) likes;

4.2.2 the number of times that their Video is shared by other Youtube users, set at a minimum of 20 (twenty) shares; and

4.2.3 the number of views by other Youtube users that their Video receives, set at a minimum of 20 (twenty) views,

herein after referred to as the **Judging Process**.

4.3 The Judging Process will be overseen by Standard Bank’s internal audit department and will take place on Tuesday, 04 July 2016 at the Standard Bank Centre, 30 Baker Street, Rosebank. The top 3 (three) valid entrants selected during the Judging Process will win the Prize as follows:

4.3.1 the entrant whose Video receives the most likes, shares and views will win the 1<sup>st</sup> Prize;

4.3.2 the entrant whose Video receives the second most likes, shares and views will win the 2<sup>nd</sup> Prize; and

- 4.3.3 the entrant whose Video receives the third most likes, shares and views will win the 3<sup>rd</sup> Prize.
- 4.4 The Prize winners will be notified by a representative of ours by telephone within 7 days of the conclusion of the Judging Process.
- 4.5 The Prize will be available to the Prize winner within 7 (seven) working days of notifying him/her that he/she has won the Competition. The Prize will be credited to the bank account provided to Standard Bank by the Prize winners.
- 4.6 Where relevant, if a person does not accept the Prize within the term specified, if an entry is not valid for whatever reason, if an entrant has breached these terms and conditions, if a person renounces the Prize or we deem such person to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.
- 4.7 The Prize may not be exchanged for any other item. We do however reserve the right to substitute the Prize with any other prize of a similar commercial value.

## 5 INTELLECTUAL PROPERTY

- 5.1 For the purposes of this clause, **Intellectual Property** means all trademarks, trade names, service marks, and trade dress, whether registered or unregistered, and all goodwill associated with such trademarks, trade names, service marks, and trade dress; registered and unregistered patents, inventions and any designs; copyrights and copyrightable works (including drawings, designs, graphics, artworks, whether in physical form or in analogue or digital form, and all drafts or preliminary versions of any of the foregoing);, rights protecting goodwill and reputation, know how, domain names and URLs; databases and database rights; graphics; schematics; marketing; sales and user data; topography rights; trade secrets, including confidential know-how, inventions, specifications, and processes; moral rights; computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda and design documents); application programming interfaces; protocols; and any renewal, extension, reissue, continuation, applications and/or registrations (whether pending or not) for any of the foregoing; and all other intellectual property rights or forms of similar kinds of protection having the same effect anywhere in the world.

- 5.2 You assign and transfer to BlueBean all rights, title and interest in and to any Video, including any and all Intellectual Property incorporated in or relating to the Video as well as any and all enhancements and/or modifications to the Video, which assignment and transfer BlueBean accepts.
- 5.3 By entering this Competition, you specifically acknowledge that:
- 5.3.1 any and all Intellectual Property (current and future) in any Video and/or featured or contained on, or relating to, the Website or otherwise obtained from or made available to you by BlueBean for purposes of, amongst others, enabling you to create a Video, is owned exclusively by Standard Bank and BlueBean, save where otherwise stated;
- 5.3.2 you have no right to the Intellectual Property referred to in clause 5.3.1 above, other than the right to use such Intellectual Property for purposes of creating a Video; provided that such use must be in accordance with the provisions of these Terms and Conditions, the guidelines available on the BlueBean website at [www.bluebean.com](http://www.bluebean.com) and any other directions or specifications given to you by Standard Bank and/or BlueBean;
- 5.3.3 you are not entitled to any payment or other consideration for any Video, its creation or the assignment to BlueBean of the Intellectual Property incorporated in or relating to such Video; and
- 5.3.4 any Video created by you and/or which features or contains any Intellectual Property owned by Standard Bank and/or BlueBean will be used by you solely for the purpose of entering the Competition and may not be used, sold, hired, made available for sale or hire or distributed by any means for any other purpose.
- 5.4 You agree and undertake that you:
- 5.4.1 will in no way represent that you have any rights of any nature in or to Standard Bank and/or BlueBean's current or future Intellectual Property and/or the Video including, but not limited to, all current or future Intellectual Property incorporated therein or relating thereto;

- 5.4.2 will not apply for or obtain registration or procure or permit the application for or registration of the Video or any current or future Intellectual Property incorporated in or relating to the Video which belongs to Standard Bank and/or BlueBean, as well as any other Intellectual Property which may be confusingly similar in any country;
- 5.4.3 will not challenge Standard Bank or BlueBean's rights to the Video or any current and future Intellectual Property incorporated in or relating to the Video;
- 5.4.4 will not do, or omit to do, or cause to be done any act which would likely weaken, damage, be detrimental to or in any way impair, or tend to impair, the current or future Intellectual Property incorporated in or relating to the Video and/or Standard Bank and BlueBean's current or future Intellectual Property or harm the reputation and goodwill associated with this Competition, Standard Bank and/or BlueBean, or which would be expected to jeopardise or invalidate any registration of Standard Bank's current or future Intellectual Property; and
- 5.4.5 will provide any assistance requested by Standard Bank and/or BlueBean in writing to give effect to the assignment of Intellectual Property in terms of clause 5.2 above and/or to enable Standard Bank or BlueBean to register any such Intellectual Property in its own name or the name of its nominee, including signing any documents, at your own cost.
- 5.5 If Standard Bank or BlueBean requests you, in writing, to sign and return any documents connected with the Video (including, but not limited to, all current and future Intellectual Property contained in or relating to the Video), and you do not deliver these signed documents to Standard Bank or BlueBean or their representative within 7 (seven) days of the date of the request, then you agree that we may choose a representative to act as your agent and sign any documents on your behalf, now and in the future.
- 5.6 You warrant, to the extent that all current and future Intellectual Property that does not belong to Standard Bank that is incorporated in the Video, that the Video is original and that you are the owner of the Video (including, but not limited to, all current and future Intellectual Property therein or relating thereto) and that neither the Video nor any part thereof infringes and/or otherwise violates the Intellectual Property rights of any third party, including Standard Bank and/or BlueBean.

- 5.7 You indemnify Standard Bank and BlueBean against all actions, claims, costs, demands, losses incurred or damages suffered by us as a result of any third party claims brought against us relating to:
- 5.7.1 our distribution, dissemination, publication, or use of the Video (including, but not limited to, all current and future Intellectual Property contained in or relating to the Video) in any in any manner whatsoever; and/or
  - 5.7.2 your unauthorised use of our current or future Intellectual Property.
- 5.8 You may not, and will not, establish any further hyperlinks, frames, metatags or similar references, whether electronically or otherwise (collectively referred to as linking), or any other reference to the Video after the close of this Competition.
- 5.9 Any breach of these terms and conditions entitles us, in addition to our normal common law remedies, to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to Standard Bank or BlueBean on an attorney and own client scale.
- 5.10 Neither the website on which the Video is uploaded nor its content may be copied, reproduced, republished, uploaded, posted, transmitted or distributed other than as provided in these terms and conditions or otherwise authorised in writing by Standard Bank and/or BlueBean.

## 6 GENERAL

- 6.1 We are the promoter of the Competition. Any reference to **we/us/our** includes, where the context allows for it, our directors, members, partners, sponsors, agents or consultants as well as BlueBean and their directors, members, partners, sponsors, agents or consultants.
- 6.2 These terms and conditions are governed by the Consumer Protection Act 68 of 2008.
- 6.3 You are not eligible to participate in this Competition if:
- 6.3.1 you are a director, member, partner, employee, agent or consultant of ours;
  - 6.3.2 you are an immediate family member of any of the persons specified in clause 5.3.1; or
  - 6.3.3 you are the sponsor of the Competition.

- 6.4 By entering this Competition, all entrants agree to be bound by these terms and conditions.
- 6.5 ***We will need to process your personal information to validate your entry and if you are a Prize winner, to make the Prize available to you. By entering this Competition, you consent to us processing your personal information for this purpose.***
- 6.6 No entry will be considered to be valid until a validation process has taken place.
- 6.7 In the event of a dispute, our decision will be final and binding on all aspects of the Competition and no correspondence will be entered into.
- 6.8 The material that the entrants submit in their Video must not disparage us or any third party in any way and must not contain:
- 6.8.1 material that violates or infringes another person's rights, including but not limited to privacy, publicity, or intellectual property rights or that constitutes a copyright infringement;
  - 6.8.2 brand names or trademarks;
  - 6.8.3 material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libellous;
  - 6.8.4 material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or constitutes any other form of unfair discrimination;
  - 6.8.5 material that is unlawful or in violation of any laws of the Republic of South Africa;
  - 6.8.6 any claims about how good or bad our products/services or our competitors' products/services are;
  - 6.8.7 any viruses, worms, corrupted files, cracks or other material which may damage or destroy software, hardware or security measures belonging to use and/or any third party; and/or
  - 6.8.8 material that promotes gambling or the sale/use of hard liquor, tobacco products or any other illegal substances/activities.

- 6.9 ***We assume no risk and/or liability whatsoever for the failure of any technical element in the Competition which may result in an entrant's entry not being successfully submitted and/or the Prize winners not successfully receiving or taking up the Prize. Once the Prize winner accepts the Prize, such Prize winners accept such Prize at his/her own risk.***
- 6.10 ***We assume no liability whatsoever for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize awarded in the Competition or for any loss or damage, howsoever arising. All persons, whilst participating in this Competition, indemnify and hold us harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.***
- 6.11 ***If required by the Minister of Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to terminate this Competition with immediate effect and without notice of such termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.***