

## BACK THE FLAG LUCKY DRAW

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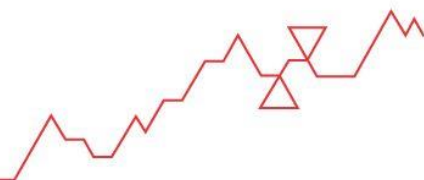
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**Directors:**

**Mark Barnes/Chairman**  
**Charles Savage/CEO**  
**Gary van Dyk/CFO**

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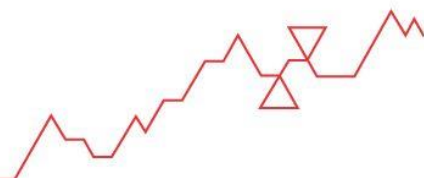
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## 1. INTRODUCTION

- 1.1 EasyEquities is running a lucky draw competition for all EasyEquities account holders with a live EasyEquities ZAR account who invest R100 (“**Minimum Investment Amount**”) into the Back the Flag Bundle (advised by Emperor Asset Manager (Pty) Ltd, an authorised financial services provider) during the Competition Period (defined below) in accordance with the terms and conditions set out below (“**Back the Flag Lucky Draw**”). The Back the Flag Lucky Draw is brought to you in association with Giant Flag (<https://www.giantflag.co.za/>) and all Bundle management fees earned on the Back the Flag Bundle during the Competition Period (defined below) will be donated to the Giant Flag initiative.
- 1.2 The Back the Flag Lucky Draw is subject to the terms and conditions set out below and is subject to and must be read together with the EasyEquities Terms and Conditions.
- 1.3 **The clauses in these terms and conditions that require your careful consideration are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**
- 1.4 Capitalised terms used but not defined herein will have the same meaning as in the EasyEquities Terms and Conditions.
- 1.5 **By investing the Minimum Investment Amount into the Back the Flag Bundle during the Competition Period (defined below) and thereby entering the Back the Flag Lucky Draw, you agree to be bound by these terms and conditions.**

## 2. HOW TO QUALIFY FOR THE BACK THE FLAG LUCKY DRAW

- 2.1 Subject to clause 2.2 below, in order to be entered into the Back the Flag Lucky Draw, you must invest at least the Minimum Investment Amount into the Back the Flag Bundle during the Competition Period (defined below) and have maintained this investment(s) as at the closing date and time stipulated in clause 4.2 below.
- 2.2 Only EasyEquities live ZAR accounts that have been approved for Trading by EasyEquities in accordance with the EasyEquities Terms and Conditions, including without limitation, verification in terms of the Financial Intelligence Centre Act, 2001 (“**FICA**”) will qualify for the Back the Flag Lucky Draw. This means that your account must be FICA verified in order for you to qualify for the Back the Flag Lucky Draw.
- 2.3 The Back the Flag Lucky Draw is not available to demo account holders and/or USD account holders

## 3. COMPETITION PERIOD

- 3.1 Subject to clause 4.2 below, the Back the Flag Lucky Draw will run from 1 October 2019 to 17 January 2020 (“**Competition Period**”).
- 3.2 Notwithstanding clause 3.1, EasyEquities may reduce or extend the Competition Period in its sole and absolute discretion. You will be notified of same in accordance with clause 5.2.

## 4. TICKETS IN THE DRAW AND WINNER SELECTION

- 4.1 Each EasyEquities account holder who invests the Minimum Investment Amount into the Back the Flag Bundle will earn one ticket into the Back the Flag Lucky Draw. For each additional investment of the Minimum Investment Amount into the Back the Flag Bundle, the EasyEquities account holder will earn an additional entry into the Back the Flag Lucky Draw.
- 4.2 For example, if you invest R500 into the Back the Flag Bundle during the Competition Period and you still have this R500 investment at the closing date and time contemplated in clause 4.3 below, you will earn 5 tickets into the Back the Flag Lucky Draw.
- 4.3 Entries into the Back the Flag Lucky Draw close at 16h59 on 17 January 2020.

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- 4.4 There will be three winners in the Back the Flag Lucky Draw. The three winners of the Back the Flag Lucky Draw will randomly be selected from the group on entrants on 20 January 2020 (“**Draw Date**”).
- 4.5 The prizes are as follows:
- (1) The third place winner will win R5000 deposited into his or her EasyEquities ZAR account;
  - (2) The second place winner will win R10 000 deposited into his or her EasyEquities ZAR account; and
  - (3) The first prize winner will win R20 000 deposited into his or her EasyEquities account,
- subject to clause 4.6 below. (Each a “**Prize**” and collectively the “**Prizes**”)
- 4.6 Each winner may not withdraw his or her Prize from their EasyEquities ZAR account and/or transfer the Prize into another EasyEquities account for the purpose of withdrawing the funds for a period of 24 months from the date of investment. However, a winner may withdraw any profits made from the Prize out of their EasyEquities ZAR account, transfer the profits to another EasyEquities account for the purpose of withdrawing it and/or use such profits to Trade on the EasyEquities Platform in accordance with the applicable EasyEquities Terms and Conditions.
5. **GENERAL**
- 5.1 There is no entry fee to enter the Back the Flag Lucky Draw.
- 5.2 We may, at any time and in our sole discretion, amend these terms and conditions. The amendment will be effected by publishing the new version of these terms and conditions on our website and will apply to the Back the Flag Lucky Draw on the date of publication on our website. **You acknowledge that by continuing to participate in the Back the Flag Lucky Draw, you agree to be bound by any new version of these terms and conditions.**
- 5.3 EasyEquities is not responsible for inaccurate Prize details supplied to any person by any third party who is not a representative or authorised by EasyEquities and connected with the Back the Flag Lucky Draw.
- 5.4 The Prizes are not transferable.
- 5.5 The winners must be able to receive emails or a phone call from EasyEquities. Each winner will be notified via email and/or phone call within 7 business days of the Draw Date. If a winner cannot be contacted or does not claim the Prize within 7 business days of notification, we reserve the right to withdraw the Prize from the winner and pick a replacement winner.
- 5.6 Each winner agrees to the use of his/her name and image in any publicity material and has the right to decline the use of his/her image in our marketing material by notifying us in writing within 24 hours after being notified that he or she has won the Prize. Any personal data relating to the winners or any other entrants will be used solely in accordance with current South African data protection legislation(s) and will not be disclosed to a third party without the winner’s or entrant’s prior consent.
- 5.7 This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, Twitter or any other social network. You are providing your information to EasyEquities and not to any other party. The information provided will be used in conjunction with the EasyEquities’ Privacy Policy.
- 5.8 **Notwithstanding anything to the contrary, under no circumstances shall EasyEquities and an entrant be liable to one another hereunder for any direct, indirect, incidental, special or consequential damages arising out of or in connection with the Back the Flag Lucky Draw. You agree and acknowledge that all investment decisions are your own and made at your own risk and neither EasyEquities will be liable for any direct, indirect, incidental, special or consequential losses or damages arising out of or in connection with your investment decisions.**

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- 5.9 The above indemnity will not extend to any loss, expense or damage which arises as a result of the misconduct or negligence of EasyEquities or any director, employee or officer of EasyEquities.
- 5.10 If any clause of these terms and conditions is illegal or unenforceable, that particular clause may be cancelled and the remaining clauses of these terms and conditions will still operate.
- 5.11 You acknowledge and agree that the copyrights, trademarks, service marks and all other intellectual property or other rights to any information distributed to or received by you whether sent by us or on our behalf, by any means (including but not limited to by internet electronic communication or mobile phone), together with any advertising media, website or other material connected to EasyEquities and the Back the Flag Lucky Draw, will remain our sole and exclusive property. You will not permit or facilitate, and will take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in this clause 5.11, however received, to any third party.
- 5.12 Notwithstanding any provision of these terms and conditions, the winner may not be a director, member, partner, employee, agent or consultant of or any other person who directly or indirectly controls or is controlled by EasyEquities or marketing service providers in respect of the Back the Flag Lucky Draw, or the spouses, life partners, business partners or immediate family members. In the event that the winner is any of the aforementioned persons, EasyEquities reserves the right to draw a new winner until such winner is not any of the aforementioned persons.
- 5.13 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 5.14 Except to the extent that any provision of these terms and conditions expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of these terms and conditions falls on a day which is not a business day, such right shall be capable of being exercised, or such obligation performed or action taken on the immediately succeeding business day.

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