

**The MaxCare Initiative**  
**Rules, terms and conditions**

The MaxCare Initiative is a marketing campaign that is presented and conducted on behalf of MortgageMax Proprietary Limited ("**MortgageMax**" or "**the Company**") and is open to South African residents that are MortgageMax Licensees and are over the age of 18 years at the time of entry.

This competition is not open to staff of the Company (or associated companies) or their immediate family members. For these purposes an "**immediate family member**" includes a spouse, partner, child, stepchild, grandchild, brother, stepbrother, sister, step sister, parent, step parent or legal guardian.

The following rules are applicable to all promotions, lucky draws, games, votes, offers or other similar commercial offerings (referred to herein as "**competition**") conducted in relation to the MaxCare Initiative by or on behalf of the Company until further notice or until amended.

The MaxCare Initiative is entered into by a participant by sending an email to [maxcare@mortgagemax.co.za](mailto:maxcare@mortgagemax.co.za). The email needs to specify a particular cause or charity that the participant would like to benefit and their reason for selecting them.

Every quarter the Company will enter all the entries into a draw and randomly select one winner. The charity or cause selected will receive a donation of R20,000 (twenty thousand rand). The winner will also receive a personalised marketing pack for the promotion of their business, a certificate verifying the donation and publicity in their local newspaper.

The Company shall have absolute discretion in selecting the winner. The winner is required to be a MortgageMax Licensee in good standing with the Company that is not in breach of any provision of the MortgageMax License Agreement. The Company will notify the winner via their chosen method of communication.

The Company may film or photograph the charity, the cause or the donation. The Company may post the footage on their website and social media pages and will use the footage to promote the MaxCare Initiative further.

If the winning dream concerned involves a third party or legal entity ("**the Third Party**"), then the Third Party shall be required to consent to these terms and conditions and sign a consent release before the funds are allocated. The Company reserves the right to publish the names of the winners, runners-up, the Third Party and all participants involved are required to give their full co-operation to all requests by the Company or any promoter in connection with publicity for the competition, their entry, the prize or otherwise.

The Company shall have the following rights over all winning entries and the Third Party concerned: the exclusive, irrevocable, worldwide licence to first publication and a non-exclusive licence to publish, syndicate, distribute, reproduce and exploit the material in all present and future media and formats and to sub-license these rights to others.

One winner will be chosen every quarter, however the Company reserves the right to alter this timing at their discretion. Timing related to calls for entry, close of entries, drawing of finalists and winner announcement will be done via the Company's web page or email.

These rules will be deemed incorporated in each competition except to the extent that any specific instruction in a competition (hereafter called the competition instructions) provides otherwise, in which case the competition instructions shall take precedence.

By entering the competition, entrants (or voters for a particular entrant) (all such persons being referred to as entrant) hereby agree to be bound by these rules as amended from time to time, and by any competition instructions. It is the responsibility of entrants to keep themselves informed as to any

updates of these rules, and they acknowledge that any failure to comply with these rules could lead to their disqualification without reasons being given or opportunity for challenge.

The Judges shall, unless provided otherwise in the competition instructions, be the Executive Committee for the time being of the Company and/or their nominated representative(s), and "Judges" herein shall mean such person or persons.

The general principle is fairness: entries or votes should be made or cast fairly. If, in the opinion of the Judges this principle has been flouted, they can declare any entries or votes invalid, void the competition, change the competition instructions, or adjust the entries or the voting to achieve fairness, as they think fit.

The decision of the Judges over every instance shall be final and not open for challenge and in their absolute discretion they may declare void any entry/vote or the competition itself should they consider that there are no entries reaching a required standard, whereupon they can award prizes or not as they think fit.

Judges shall have the right, at their discretion, to change the rules of a competition while it is running if it appears to them that it would be equitable or appropriate to do so, including the extension of the closing date whereupon there will be an announcement of any such extension at the first reasonable opportunity.

No correspondence will be entered into or comment issued on any matters concerning any competition, and no reasons given for any decision made by the Judges.

Entries must be made in accordance with the competition instructions. The Judges will choose the finalists and final winner in accordance with the competition instructions and the exercise of their residual discretion. There will be no other alternative to the prize offered and prizes are not transferable. Prize money allocated to the charity or cause will not be paid to the winner but will be paid to charity or cause selected on such other terms and conditions as the Company in its sole discretion may decide.

The Company will not be liable for any circumstances beyond its reasonable control that prevent the competition being fulfilled, a winner or winners being chosen, or any prize being taken up or fully enjoyed by a winner. The Company excludes liability to the extent permitted by law for any cost, claims or losses howsoever caused that arise by reason of any persons entry into a competition or the award, or non-award, to them of a prize. In the event of any error, whether printing, technological or otherwise, which affects the competition in any way, the Judges reserve the right to administer the competition as though the error had not occurred.

If any winner of a competition is unable to take up a prize for any reason, or if the Company has not been able, after making reasonable efforts, to make contact with the winner, the Company reserves the right to award that prize (without notice to the first winner chosen) to a native winner, in which case the first winner chosen shall not be eligible for any share of the prize whatsoever. The Company shall not have any liability in such eventuality.

The Company may announce at any time the closing date for the competition and campaign by publishing such notice on its website and/or social pages. The Company shall not be liable to pay interest on any prize amount in respect of any period during which security or other relevant checks or enquiries are in process.

The Company may amend, modify or otherwise change these Rules. Such amendments, modifications or changes shall be applicable with effect from their introduction and shall be applicable to prior Competitions so far as they relate to claim and prize payment procedures.

In the event that any provision of these Rules or of such other conditions as are established by the Company are determined by a court of competent jurisdiction to be void or unenforceable, such

determination shall solely affect such specific provision and shall not, in itself, render void or unenforceable the remaining provisions hereof.