#MAKINGITPLUG PROMOTION TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

1 Introduction and agreement to be bound

- 1.1. These Terms and Conditions ("**T&Cs**") apply to the "#MakingItPlug" promotion and all information and materials related thereto (the "**Competition**").
- 1.2. Should you choose to participate in any element of the Competition, then you are deemed to have agreed to be bound by these T&Cs.
- 1.3. These T&Cs may contain provisions that limit the Promoter's and/or third parties' liability towards you, place certain assumptions of risk on you (including certain undertakings and indemnifications) towards Visa and/or other third parties; and record certain admissions of facts.
- 1.4. Nothing in these T&Cs is intended to contravene the Consumer Protection Act, 2008 or any similar legislation. These T&Cs must be treated as being qualified, to the extent necessary, to ensure compliance with all applicable laws.

2 Promotor

This Competition is conducted by Saatchi & Saatchi ME (a branch of Publicis Communications FZ-LLC) together with its supporting third-party providers ("the Promoter"). TikTok and / or Takealot do not sponsor or endorse this Competition. TikTok and Takealot assume no responsibility for this Competition, and have no control over the Competition or the Prizes.

3 Competition Period

- 3.1. The Competition will commence on 25 August 2025 at 9:00 AM and submissions to enter the Competition will be accepted as from this date. Submissions to enter the Competition will be accepted until 30 September 2025 at 11:59 PM ("Closing Date").
- 3.2. In the event that you entered the Competition, but wish to opt-out of the Competition, you are required to contact the Promoter as provided for in these T&Cs in writing, prior to the Closing Date.

4 Eligibility

The Competition is only open to citizens and legal residents of South Africa, who must reside in South Africa at the time of winning or receiving any prize in the Competition, and who are 18 (eighteen) years old or older at the time of entering the Competition (with legal capacity), and who have a valid South African identity document or passport, or a legal residency permission ("Participants").

5 People prohibited from entering / Competition Disqualification

- 5.1. The following persons are prohibited from entering the Competition ("Disqualified Persons"):
 - 5.1.1 any person who is a director, member, partner, employee or agent of, consultant of the Promoter, Visa or supplier of goods or services in connection with the Competition ("Associates");
 - 5.1.2 any other person who directly or indirectly controls, is employed by or is controlled by the Promoter or Visa; and/or
 - 5.1.3 any immediate family members of Associates, who are indirectly or directly connected to, or employed by, any party in the aforementioned capacities or relationships, and each of their affiliates.
- 5.2. Other Means of Disqualification: Any entries that are incomplete, unclear, submitted incorrectly, submitted after the Closing Date or which contain errors or false information, or which are received from Disqualified Persons, will be regarded as invalid. Further, if a Participant breaches any of the T&Cs, or if the Promoter finds any wrongdoing on the part of the Participant (such as fraud, or cheating which will include manipulation of code or falsifying data), then the Participant will automatically be disqualified from participating in the Competition, and may also be banned from participating in other competitions / campaigns the Promoter may run in the future.

5.3. Restricted videos: The Promoter reserves the right to disqualify any entry which, in its sole discretion, is inappropriate, including anything that is or can be interpreted to be racist, sexist, discriminatory, offensive, insensitive, hate or violence-inciting, or that may bring the Promotor into disrepute, or which may be considered to be in breach of clauses 6.4 and 10.2 below. The Promoter's decision in this regard will be final.

6 How to enter

- 6.1. In order to participate in the Competition, and stand a chance to win a Prize, Participants must record a video of no more than 2 (two) minutes, in which they share their personal story, and pitch themselves as the ideal candidate to win the Prize ("Elevator Pitch"); and upload the Elevator Pitch video on the TikTok #MakingIt Plug Branded Effect Page.
- 6.2. The Elevator Pitch video may only contain footage of the Participant, and no other identifiable person/s, and must include:
 - 6.1.1 the audio: "This was the purchase that kickstarted my journey...and Visa here is why I want to keep going"; and
 - 6.1.2 an open call to their broader community to create their own Elevator Pitches and participate in the #MakeitPlug Competition.
- 6.3. If a Participant submits a video in which a third party/ies are identifiable (including by display of face(s) or other recognisable features), the Participant hereby warrant and represent to the Promoter that they have the unconditional permission of the featured individual/s (or their parent/guardian) to use, publicly display, distribute and use the image and likeness of the person in the Elevator Pitch.
- 6.4. Each Participant represents and warrants that (i) its Elevator Pitch video submission does not infringe any copyright, trademark, any other intellectual property right, or any personality right, or rights of privacy and dignity of any person, or any other right of any third party; and (ii) that the Participant has the full and unrestricted right to grant the rights to the Promotor set out in these T&Cs.

7 Shortlisting, voting and announcement

- 7.1. The identification of winners will be carried out as follows:
 - 7.1.1 a panel of judges appointed by the Promotor in its sole discretion, will select 20 (twenty) Elevator Pitch video submissions as a short list from which the public will vote for the winning submissions;
 - 7.1.2 the shortlisted Elevator Pitch video submissions, will then be communicated to the public via the TikTok platform, and the public will be invited to vote for their preferred video submissions;
 - 7.1.3 the voting process will be carried out via the TikTok platform during the period of 7 September 2025 to 21 September 2025 (both days included);
 - 7.1.4 a total of 15 (fifteen) prize winners will be identified based on the greatest number of votes received in favour of the shortlisted Elevator Pitch video submissions during the voting period;
 - 7.1.5 the announcement of the 15 (fifteen) Elevator Pitch video submissions that received the greatest number of votes, being the winners of the Competition, will take place during the week of 22 September, 2025 to 28 September, 2025; and
 - 7.1.6 the 15 (fifteen) winning Participants will be notified by latest 5 October, 2025.
- 7.2. Subject to applicable law, the announcement of the voting results and winners will be final.

8 Prizes

- 8.1. A total of 15 (fifteen) Elevator Pitch video submission winners will be selected.
- 8.2. Each prize will be in the form of a digital voucher for use at Takealot (www.takealot.com) to the value of the South African Rand equivalent of USD2,000 (two thousand United States dollars) as determined by the Promotor ("**Prize**").
- 8.3. All Prizes are non-refundable, non-transferable and non-exchangeable, and may not be exchanged for cash or cash equivalent.
- 8.4. No Participant may win more than one Prize in the Competition.
- 8.5. With regards to the digital vouchers, these:
 - 8.1.1 may be redeemed at Takealot (www.takealot.com) only;
 - 8.1.2 will be valid for a maximum of 3 (three) years from the date of issue; and
 - 8.1.3 other than as required by applicable law, the Promoter will not be responsible for any tax liability of a Participant arising from or in relation to the Competition or Prizes. The winning

Participants are fully responsible for any tax implications arising from or associated with the receipt, accumulation, transfer, redemption or spending of any Prize, and hereby indemnify and agree to hold the Promoter harmless (including all of its directors, shareholders, employees and agents) against, all damages, claims and fines made against a winning Participant, or the Promoter in this respect.

8.6. If a Participant has questions related to any aspect of the Prizes, they should contact the Promoter in writing directly, as indicated below.

9 Winner verification and Prize delivery

- 9.1. Winners will be contacted telephonically and / or via email after the voting process and are obliged to claim their Prize within 7 (seven) calendar days of them being contacted. All winners will be required to supply proof of their identity along with any other declaration and/or information (including personal information) required by the Promoter for the purposes of the Competition and / or the award of the Prize. Each winner will be obliged to provide / sign an acknowledgement upon receipt of their Prize in a form and format required by the Promotor.
- 9.2. Failure by a winning Participant to claim a Prize, and/or submit documents required by the Promotor when so requested for purposes of the Competition, will result in forfeiture of the Prize.
- 9.3. If the Promoter is unable to reach a winning Participant for any reason whatsoever within 14 (fourteen) calendar days of the winner having been identified by the Promotor, then such winning Participant will be disqualified and the Prize will be awarded to the Elevator Pitch video submission that received the next highest number of votes during the voting process referred to above.
- 9.4. The Promoter reserves the right to carry out audits on any potential winners in order to verify their eligibility, the validity of their entry and/or in order to comply with any other legal obligations.

10 General Conditions

- 10.1. <u>Liability and Indemnity</u>: To the maximum extent allowed by law, the Promoter and any associated companies, including Visa, will not be responsible for any loss or damage suffered by any Participant, or any other person, in connection with participation in the Competition, the Competition or a Prize. You agree to indemnify the Promoter (including its officers, employees, agents, affiliates, associated companies, advertising agencies, advisers and suppliers) against, and hold the foregoing persons harmless from any damages, liabilities, losses, or expenses incurred or arising directly or indirectly out of your participation in the Competition, the use or acceptance of any Prize, your breach of these T&Cs (including any warranty in relation to intellectual property and third party rights), or other act or omission in relation to the Competition or a Prize.
- 10.2. <u>Trademarks and brand names</u>: The trademarks, logos and service marks, whether registered or unregistered (collectively the "Trademarks") used by the Promotor in connection with the Competition are Trademarks of Visa and others. Nothing in these T&Cs, or participation in the Competition should be construed as granting by implication, estoppel, or otherwise, any licence, or right to use any Trademark without the prior written permission of the Promotor or such third party that may own the Trademark. The unauthorised use of any Trademarks, or any other content used by the Promotor in connection with the Competition is prohibited.
- 10.3. Publicity: The Promoter may ask you to be identified, recorded, or photographed and to have the photographs or recordings published in various media, including print and web-based media, for purposes of the Competition or for the business of the Promoter. Further the Promoter may ask to use your image for marketing purposes, without any payment to you. You may decline these requests. Where you agree to such request, you agree to grant the Promoter an irrevocable, perpetual, world-wide, transferrable, royalty free right to use, reproduce, display, adapt and publish the Elevator Pitch video to any medium, most notably the Promoter's websites, and social media pages.
- 10.4. Third Party Sites: The Promoter is not responsible for the acts, content or privacy policies of any third-party websites or platforms that may be associate with, or in any way linked to the Competition or the Prizes. Participants shall still be bound by any terms and conditions related to the use of third-party websites or services, including TikTok and Takealot. These T&Cs shall enjoy precedence over any terms and conditions of any third party sites or platforms that are in conflict with it, to the extent that such conflict relates to the relationship between the Promoter and a Participant and / or the Competition.

- 10.5. Cancellation and Changes: The Promoter may cancel, suspend or make changes (substitutions) to the Competition, the T&Cs or Prizes at any time, where the Promoter believes that the change or cancellation is necessary or where matters which are outside of the control of the Promoter may occur. Any changes will be posted either within the Competition information, or these T&Cs, or such other media selected by the Promoter and will become effective immediately after being made, or on a date indicated by the Promoter. You will not have any claim against the Promoter because of the changes in the T&Cs or the Prizes.
- 10.6. <u>Technical failures and unauthorized intervention</u>: The Promoter is not responsible for any problems or technical fault of any telephone network, online systems, servers, equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination of these things, including any damage to your computer, resulting from your participation in this Competition or your downloading any materials in this Competition.
- 10.7. <u>Data Privacy</u>: By participating in the Competition, you confirm that all information provided by you is true and correct. Further you consent to the transfer, storage and processing of your personal information, which may include the sharing of such personal information with third parties. The Promoter and its affiliates will collect and use your personal information (a) to enable your participation in this Competition; (b) for activities related to this Competition; and (c) for purposes related to the Promoter's business operations. The Promoter will process and retain your personal information to fulfil the purposes for which it was collected and/or as is required by applicable laws or regulations and in accordance with (but not limited to) the Visa Global Privacy Notice. You further agree that your personal information may, in appropriate circumstances, reside outside of South Africa, and hereby agree to the transfer of your personal information to locations outside of South Africa and the use of your personal information in such locations as described in this clause. You may withdraw your consent/s under this clause, in whole or in part at any time by written notification to the Promoter.
- 10.8. <u>Waiver</u>: The Promoter's failure to enforce any of these T&Cs shall not constitute a waiver of its right to do so.
- 10.9. <u>Disputes</u>: The decision of the Promoter in respect of any disputes arising out of this Competition shall be dealt with by the Promoter in terms of these T&Cs and shall be final. These T&Cs are governed by the laws of South Africa.
- 10.10. <u>Questions</u>: Please contact us at <u>advertise@bytedance.com</u> if you have any questions about this Competition.
- 10.11. <u>Copy of the T&Cs</u>: A copy of the official Competition Terms and Conditions is available at no cost to all Participants at [https://www.visa.co.za/run-your-business/making-it-plug.html].