

SimplyBiz®: BackaBusiness movement with Thundafund

Terms and conditions

1 Promoter

The competition is the result of collaboration between Nedbank Limited and Thundafund. Thundafund is the project manager.

2 Competition period

- 2.1 The competition will start on 20 April 2020 and end at midnight on 20 June 2020 ('**competition period**').
- 2.2 SimplyBiz® will contact the prizewinners by email at the address registered with SimplyBiz®.
- 2.3 SimplyBiz® and Thundafund will jointly announce the prizewinners on social media.
- 2.4 All comments and advertisements may be featured on the SimplyBiz® and Thundafund social media pages or through any digital or advertising means at the sole discretion of the SimplyBiz® and Thundafund teams to promote the BackaBusiness movement and campaigners.

3 Who is eligible to enter the competition

- 3.1 This competition is aimed at all small business owners.
- 3.2 A participant ('**participant**') must:
 - 3.2.1 be 18 years or older;
 - 3.2.2 reside in South Africa;
 - 3.2.3 be a small business owner; and
 - 3.2.4 be a registered member of SimplyBiz®.
- 3.3 The following persons, although meeting the criteria above, are not permitted to enter the competition:
 - 3.3.1 The directors, members and employees of the promoter or their spouses, life partners or immediate family, including adopted persons but not half- or step-relations).
 - 3.3.2 The suppliers and contractors of the promoter involved in this competition.

4 The competition

- 4.1 Small business owners will crowdfund their way through the COVID-19 crisis with the BackaBusiness movement, and those who raise R10 000 or more stand a chance of being 1 of 10 businesses to win an **additional** R10 000 to keep their business going.

5 How to participate in the competition

- 5.1 Participants must complete the following tasks to get an entry:
 - 5.1.1 List their essential expenses right now – how much money they have available and how much they are going to need to overcome this crisis. This is prework that participants must complete on their own, which will help with completing their campaign on Thundafund.
 - 5.1.2 Map their network – make a list of everyone that has their back (customers, friends, family, etc). This is prework that participants must complete on their own, which will help with completing their campaign on Thundafund.
 - 5.1.3 Identify what future reward can be offered in exchange for cash – this could be product or service discounts, merchandise or even a share of future revenue streams. This is prework that participants must complete on their own, which will help with completing their campaign on Thundafund.
 - 5.1.4 Register on SimplyBiz.co.za to qualify for the preferential Thundafund rate of 5% commission on raised funds, as a benefit of the BackaBusiness movement and to stand the chance to be included in the competition draw.
 - 5.1.5 Complete the BackaBusiness campaign on Thundafund's site and accept Thundafund's terms and conditions here (<https://blog.thundafund.com/how-does-thundafund-work/terms-and-conditions/>) – based on the essential funds needed, with the email address that is used on SimplyBiz®.

- 5.1.6 Businesses will receive templates, guidance, cohort-based training and peer learning through Thundafund to position and create an effective campaign.
- 5.1.8 Submit their BackaBusiness campaign through the online campaign process on the Thundafund website– for review, approval and activation by Thundafund.
- 5.1.9 Once approved, their campaign will go live and participants can begin sharing their campaign online.)
- 5.1.10 Various digital media advertising of the BackaBusiness movement will elevate their campaign, but the campaigner is solely responsible for the effectiveness of their campaign.
- 5.1.11 Crowdfund a minimum of R10 000 from their network to be included in the draw to win an **additional** R10 000 towards their business.
- 5.1.12 Rally their network to support their business by supporting and sharing their campaign.
- 5.1.13 Three mid-campaign withdrawals will be accommodated on the 08th May 2020, 05th June 2020 and 22nd June 2020 by notification by the participant in writing to Thundafund. Transfers are according to Thundafund's terms and conditions.
- 5.1.14 Should the participant wish to continue their crowd-funding campaign post the competition closure, the participant would be required to set up another campaign with Thundafund at their standard rates.

6 The prizes

- 6.1 Ten businesses who meet competition requirements detailed here, will be placed in a drawn to win an additional R10 000 to keep their business going, and will be digitally, randomly drawn in two batches of five winners, according to the dates in clause 7.1 below.
- 6.2 The prizewinners must further be a duly mandated and authorised representative of their small business.

7 Selection of prizewinners

- 7.1 The first draw to select five prizewinners will take place electronically on 29 May 2020 and the second draw to select five prizewinners will take place electronically on 22 June 2020.
- 7.2 All completed entries received during the competition period and that meet the competition requirements will be eligible for entry in the draws. The prizewinners will be selected by means of a computer-generated draw, participants that raise R10 000 by the 28th May will go into the first draw to be one of 5 to win an additional R10 000. Participants, excluding the winners from draw one, that raise R10 000 by the 20th June 2020 will go into second draw to be one of 5 to win an additional R10 000. The 10 prizes at R10 000 each, will be allocated as 7 to the general public participants and 3 will be to the Nedbank Employee Backed participants.
- 7.3 The final selection will be made at the sole discretion of Thundafund in consultation with the SimplyBiz® team.
- 7.4 In the event of a dispute, the decision of the competition judges, Thundafund will be final and binding on all aspects of the competition and no correspondence will be entered into.
- 7.5 The prize is not transferable and if not taken up for any reason, it will be subject to a separate draw and allocated in terms of this competition to another prizewinner. The prize will not be exchanged for cash amounts, but will be allocated to the winner in their verified business bank account.
- 7.6 All other costs or expenses relating to the prize that have not been mentioned in these terms and conditions are excluded from the prize and are not recoverable.
- 7.7 If the promoter is unsuccessful in contacting the prizewinner within five working days following the draw, the prizewinner will forfeit the prize and a new prizewinner will be selected, subject to the same conditions.
- 7.8 If the prizewinner rejects his or her prize, he or she will forfeit it and a new prizewinner will be selected, subject to the same conditions. Lack of cooperation by the prizewinner with Thundafund will also amount to rejection of his or her prize
- 7.9 The promoter will not be held responsible for any delays in the delivery of the prize. The promoter will also not be responsible for any additional conditions imposed by third parties.
- 7.10 The prize will under no circumstances be provided to a third party and will be provided directly to the verified prizewinner only.
- 7.11 The promoter will not be liable for delays or failure to deliver any part of the prize resulting from acts beyond the reasonable control of the promoter. Such acts include, without limitation, acts of God, strikes, lockouts, riots, acts of war, civil disorder, rebellions or revolutions in any country,

epidemics, acts of terrorism, vandalism or sabotage, governmental regulations imposed after the fact, communication line failures, power and telecommunications failures, earthquakes, fire, floods or other disasters. The promoter will notify the prizewinner as soon as reasonably possible if the prize is affected in this manner.

- 7.12 The promoter reserves the right to replace the prize at any time with another prize of similar commercial value.
- 7.13 For audit purposes, the prizewinner will have to complete a confirmation form. This completed and signed form will act as proof that the prizewinner is the correct recipient of the prize and all deliveries of the prize will be made on this basis (courier slips etc).

8 General

- 8.1 All information relating to this competition and published on any promotional material will form part of these terms and conditions.
- 8.2 The promoter, its associated companies, its agents, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from an entrant's participation in the competition or for any loss or damage.
- 8.3 The promoter may request the prizewinner (at no fee) to consent in writing to endorsing, promoting and/or advertising any service of the promoter.
- 8.4 The prizewinner may, however, decline a request to use his or her details or images in marketing material or to participate in the marketing of any of the promoter's services or products. Such refusal will not affect the awarding of prize.
- 8.5 These terms and conditions can be found on the SimplyBiz® website.
- 8.6 By entering this competition, all participants agree to be bound by these terms and conditions, the terms and conditions of SimplyBiz® and by the terms and conditions of Thundafund.
- 8.7 The promoter is not liable for any accident, injury, harm, death, damages, costs and/or loss sustained by the prizewinner and/or any other person who participates in the prize with the prizewinner, at any point during the fulfilment of such prize.
- 8.8 The promoter will email the prizewinner to arrange for delivery or collection of the prize.
- 8.9 In certain instances, it may be that member information will be shared to validate SimplyBiz® members with third parties, such as Thundafund, so that they benefit from specific special offers and competitions, which have been negotiated exclusively for members. The recipient is not permitted to use this information for any other purpose but as a member validation mechanism.

9 Further enquiries

For more information and all questions about this competition please email us at contactus@simplybiz.co.za or visit simplybiz.co.za.