

SBM Bank (Mauritius) Ltd (the "Bank") is organizing a video contest in order to promote its new identity (the "Rebranding Contest"). By participating in the Rebranding Contest, the participant agrees to comply with the following terms and conditions.

TERMS & CONDITIONS

Eligibility

- 1. The Rebranding Contest is only open to residents of Mauritius, Rodrigues and Agalega irrespective of their age.
- 2. Both customers and people who are not customers of the Bank are eligible to participate in the Rebranding Contest.
- 3. Employees of the Bank and of any other member of the SBM Group, their immediate family members, and any other parties directly involved in organizing, promoting or conducting the Rebranding Contest are not eligible to participate in the Rebranding Contest.
- 4. The Bank reserves the right to verify the eligibility of entries.

Contest Period

- 5. The Rebranding Contest is open from 17th of November 2019 to 20th of December 2019 (inclusive).
- 6. All videos should be submitted through WeTransfer to digital@sbmgroup.mu by 20th December 2019, 3:00 p.m. Videos submitted after the specified deadline will not be considered.

Participation in the Contest

- 7. The participants are only entitled to submit one video to participate in the Rebranding Contest.
- 8. Winners will be invited to a prize giving ceremony which will take place at SBM Tower, Port Louis in January 2020.

Conduct of Lucky Draw and Prizes

9. The prizes are as follows:

| Prize | Winner |
|--|------------------------|
| SBM Bank Account with deposit of Rs 30,000 | 1 st Winner |
| SBM Bank Account with a deposit of Rs 20,000 | 2 nd Winner |

10. The Bank will contact the winners by phone. If a winning entrant is unable to be contacted after reasonable attempts have been made to do so, the Bank reserves the right to offer the prize to the next best entry.

Prize Collection

- 11. A winner cannot assign or transfer any prize to another person. All prizes are subject to availability. If a prize or any portion of the prize cannot be awarded due to circumstances beyond the control of the Bank, then a substitute prize may be awarded at sole discretion of the Bank. Winners are responsible for any risk of loss associated with the prize or any portion of the prize after it has been delivered.
- 12. The winners must bring along their National Identity Card to collect their respective prize.

General

- 13. In order to qualify to participate in the Rebranding Contest, the video submitted must comply with all the technical specifications set out in the Participation Kit which may be found on the website of the Bank and any video that does not comply with the technical specifications will be automatically disqualified.
- 14. The Bank reserves the right to video, photograph and/or record the Contest, and publish any participants' images and details (which may include personal data) for the purposes relating to the publicity of the Rebranding Contest without having to pay any fee or compensation to the participants. By participating in the Rebranding Contest, the participant consents to the Bank using his/her personal data including the use of such personal data for marketing purposes.
- 15. The participant warrants that the video submitted is an original work and does not infringe any third party's rights such as copyrights, patents, trademarks, trade secrets including musical composition or performance rights, video rights or image rights.
- 16. Any person appearing in the video submitted acknowledges the present terms and conditions and consents to the video being displayed and broadcasted publicly. In case minors appear in the video, their parents must have acknowledged the present Terms and Conditions and agreed to their children appearing in the video.
- 17. Submissions must not contain material which is sexually explicit, obscene, violent, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, etc.) offensive, threatening, profane or harassing. Submissions must not contain material that infringes on copyright rules and regulations in Mauritius or abroad. Once submitted, all submissions become exclusive property of the Bank, its parent, affiliates, and subsidiaries, in perpetuity.



- 18. In consideration of the participant's video being reviewed and evaluated for the Rebranding Contest, the Bank has exclusive rights to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, or display any such submission, or any portion thereof, in any and all media including but not limited to the internet and on television. Each participant authorises the Bank and any entities affiliated with the Bank to utilise the video submitted to the Bank for eternity and for how they see fit, in connection with the Rebranding Contest and any of the Bank campaign programs or otherwise, including any programs of its parent, affiliates, subsidiaries, and licensees, and to make derivative works from such materials at the sole discretion of the Bank. The winners may be required to complete and execute additional documents and have third parties execute the Bank's documents in connection with the rights granted to the Bank as a condition of prize acceptance. In addition, by participating in the Rebranding Contest and submitting a video, each participant hereby grants permission (except where prohibited by law) for the Bank to use the participant's video, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known, in perpetuity, unless prohibited by law.
- 19. In case of any disagreement with any of the terms and conditions, the decision of the Bank shall be final and binding on all the parties involved in this Contest.
- 20. The Bank shall not be held liable to any person for any property loss, damages, injuries or death in respect of, in connection with and/ or arising from the Rebranding Contest. The participant agrees to indemnify and hold the Bank, its personnel and agents, harmless from any third party claims for loss, damage, prejudice, liability or expense suffered as a result of or in any manner in connection with the participation in the Rebranding Contest, any other of the acts or omissions of or any information provided by the participant.
- 21. The Bank reserves the right to withdraw or cancel the Rebranding Contest and to amend or change these Terms and Conditions at any time for whatever reason and without giving prior notice to the participants. The decision of the Bank on all matters relating to or in connection with the Contest is final, and no correspondence will be entertained.
- 22. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Mauritius. The courts of Mauritius shall have exclusive jurisdiction over any disputes arising from these Terms and Conditions including the validity and enforceability thereof.