





TERMS AND CONDITIONS

Introduction

- 1.1 All references to DATABANK refer to Databank Asset Management Services LTD (DAMSEL).
- 1.2 These terms and conditions apply to the INVEST & DRIVE (Promotion).
- 1.3 This Promotion applies to all Databank mutual fund clients.
- 1.4 To participate in this Promotion, you must follow the directions on our website or social media platforms.
- 1.5 By taking part in this Promotion (i.e., depositing GHC 1,000 or more into ArkFund, BFund, EdlFund, Epack, MFund or Databank Housing Account), each participant acknowledges that they have fully read, understood and unconditionally agrees to comply with these terms and conditions.

2 Eligibility

- 2.1 This Promotion is open to all clients and/ or persons over 18 years of age at the time of entry. Clients herein should hold an individual, joint or an ITF (In Trust for) mutual fund account at Databank.
- 2.2 Staff of DATABANK and the Group, as well as board members of any Databank mutual fund or the Group are exempt from this Promotion and do not qualify for any of the prizes. A separate promotion will be run for Databank staff and will be communicated to them internally.

Entry

- 3.1 To participate in the Promotion, a participant must deposit GHC 1,000 or more into ArkFund, BFund, EdlFund, Epack, MFund or Databank Housing Account from August 10, 2022 to October 31, 2022.
- 3.2 Each multiple of GHC 1,000 shall entitle a participant to one entry into the Promotion. Deposits can be made in parts or by lump sum and will be viewed cumulatively at the end of the Promotion. So, the more you deposit, the higher your chances of winning.

3.3 DATABANK reserves the right to disqualify any participant who breaches the terms hereof or otherwise fraudulently accesses the Promotion or unfairly influences the course of the Promotion.

Duration

- 4.1. The Promotion starts on August 10, 2022, at 00:00:00 GMT and ends on October 31, 2022, at 23:59:59 GMT ("Promotional Period").
- 4.2 Deposits received after this deadline shall not be considered as part of monies received during the Promotional period.
- 4.3 The Promotional period may be extended or cancelled whenever DATABANK deems it appropriate. If DATABANK suspends, interrupts or cancels the Promotion, no interested party, including the participants, will have a right to seek compensation or demand a continuance of the Promotion.

Selection

- 5.1 At the end of the Promotion, the list of all participants who deposited GHC 1,000 or more will be generated. Based on the total deposits made during the Promotion, each participant will receive one entry for each multiple of GHC 1,000. The winners will be selected by an automated computer application.
- 5.2 An authorized senior member of DATABANK will supervise the ranking and selection of participating clients.
- 5.3 The date and time for the selection of participants will be communicated to the participating clients

Winners and Prizes

- 6.1 All selected winners are final and the outcome cannot be contested by any Promotion participant.
- 6.2 The amounts deposited by participants will not be publicly disclosed or disclosed to other participants of this Promotion.

Position	Prize	Details
Grand prize	Brand new car(Suzuki Alto)	 2022 Suzuki Alto Tilt steering wheel Push-button start Smart key(FOB) Alloy wheel Bluetooth hands-free Front fog lamps
Monthly prizes • Highest depositor(1)	Electrical appliances	Double door fridgeLED 32'TVWashing machineAir fryer
• Random prizes (5)	Gift vouchers, appliance and other prizes	 Gift vouchers worth up to GHC 3,000 Shopping vouchers up to GHC 1,500 Weekend getaway for two Dinner for two Wax prints Mobile phone Appliances (Blender, Air fryer, Rice cooker, Iron, kettle, fan)

- 6.2 Winners ought to be 18 years and above to enter the Promotion.
- 6.3 To qualify for the draw for the grand prize, there shall be NO withdrawals done within the promo period. This means that no withdrawals should be made on the existing amount and any new amount brought in during the promo. For example, if you have GHC 2,000 in your account before the promo and deposits GHC 1,000 into your account during the promo period, you should not withdraw during that period. If you make any withdrawal during the promo period, you will be disqualified from entering the draw for the grand prize.
- 6.4 The first winner of the monthly prizes will be selected based on being the highest depositor for the month in review, while the other winners will be randomly selected. In total, six prizes will be awarded every month from August to October 2022.
- 6.5 The winner(s) of the monthly prizes will be informed via phone/email and prizes would be delivered to the nearest Databank location for collection by winners. The winners must present a valid national ID at the time of collection of the prizes.
- 6.6 If a winner cannot be reached via the phone number or email address provided within fourteen (14) days after being selected, the winner's right to the prize will automatically lapse. The prize will thereafter be transferred to another person after a second draw.

- 6.7 The winner of the grand prize shall bear the cost of Insurance and other charges such as maintenance associated with ownership of the car. Databank will only bear the cost of registering the car the first instance with the Driver and Vehicle Licensing Authority (DVLA) and at the second instance, final transfer of ownership into the winner's name after the term indicated in clause.
- 6.8 A winner who is not a licensed driver shall take the necessary steps to procure a valid driver's license after which the car will be handed over to him/her. Where the winner is unwilling or unable to procure a valid drivers license, the winner shall appoint a licensed driver to drive the car in the winner's stead.
- 6.9 The winner of the grand prize will be announced at a ceremony to be held in the month of November at Databank's Head Quarters in Accra. The winner must be present or nominate a representative to receive the prize. A winner who cannot be present must inform Databank in writing of their inability to be present, provide reasons for their inability to attend and appoint a representative on their behalf. The winner will be required to attach a copy of a valid national ID card of their representative. The winner or their representative must attend the prize distribution ceremony at his/her own cost. The winner shall be duly informed of the date and time of the ceremony.

- 6.10 The winner of the car shall enter into a written Agreement to cover the terms of use of the car for one year, which shall include ensuring the Databank branding is maintained on the car for the first year. The final transfer of ownership of the car to the winner shall be concluded one year following the date the car is registered, when all the terms and conditions are adhered to by the winner.
- 6.11 A winner who refuses to accept the car will receive a consolation prize in the form of a Databank gift voucher worth GHC 3,000 from Databank.
- 6.12 The grand prize winner shall not sell the car or use the car for commercial purposes prior to the final transfer referred to in clause 6.10.
- 6.13 The decision on the winner of the car in the draw by Databank in association with the National Lottery Authority shall be final.

7 Standing terms

- 7.1 DATABANK reserves the right to cancel, amend or vary this Promotion and the rules thereof at any time without prior notice. However, any such change maybe communicated to participants who have already won their prizes but are yet to claim or collect them.
- 7.2 DATABANK shall be entitled to cancel, discontinue or suspend this Promotion on the occurrence of a force majeure event or any event beyond the control of the Promotion's organizers.
- 7.3 Failure by DATABANK to enforce any of its rights or any of the terms and conditions at any stage of the Promotion does not constitute/imply a waiver of those rights.
- 7.4 By taking part in this Promotion, winning participants consent to the communication and publication of their names, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period at any time in any territory through any medium of release (mass media, digital media, etc.) The organizers will however, not be liable for any unauthorized use, reproduction, adaptations, and publication of the images by third parties.
- 7.5 A participant enters this Promotion at their own risk. By entering the Promotion, a participant indemnifies DATABANK (including officers, employees, agents or assigns) from and against all actions, liabilities, penalties, claims or demands the

- participant may have against DATABANK or for any loss or damage suffered or sustained as a direct or indirect result of participation in the Promotion or winning or failing to win a prize, except for any liability, which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 7.6 A participant entering the Promotion or claiming a prize must use their legal name as represented on a national ID card. A participant may be required to provide DATABANK with proof of their identity and eligibility upon request. Failure to provide adequate information (or to prove eligibility adequately) may result in disqualification and/or withholding or withdrawal of a prize.
- 7.7 DATABANK may issue any amendment to the terms and conditions in writing and notice of the change shall be by posting same at www.databankgroup.com. DATABANK reserves the right to amend the terms and conditions at any time during the pendency of the Promotion. All amendments to the terms and conditions shall be effective when the amended terms and conditions are posted on the website. DATABANK shall not be responsible for the Participants familiarizing themselves with the amendments to the terms and conditions.

8 Confidentiality

Participants agree to keep confidential, all information which relates to DATABANK, its affiliates, business, the Promotion or prize which the participant shall come into knowledge of, which the participant knows or reasonably ought to know is confidential information.

9 Governing Law and Jurisdiction

- 9.1 Where any dispute arises between the parties under these terms and conditions, the parties shall attempt to amicably settle the dispute through direct negotiations and in good faith.
- 9.2 Where a dispute is not amicably settled thirty (30) days of the declaration of dispute, the Parties shall proceed to the Ghanaian Court to settle the dispute.
- 9.3 These terms and conditions will in all respects be governed by and construed under the laws of Ghana.

(10) Contact

Any questions, complaints or comments about the Promotion can be made by calling 0302 610610 or emailing marketing@databankgroup.com



