

DATABANK NSS and Beyond Campaign



TERMS AND CONDITIONS

Section A – Introduction, Eligibility and Entry

1 Introduction

- 1.1 All references to DATABANK refer to Databank Asset Management Services LTD (DAMSEL)
- 1.2 These terms and conditions apply to the “DATABANK NSS and Beyond” Campaign (Promotion)
- 1.3 This Promotion applies to all Databank mutual fund clients who are undertaking their National Service in the 2022/2023 period.
- 1.4 To participate in this Promotion, you must follow the directions on our website or social media platforms.
- 1.5 The promotion will be made up of two challenges. These are,
 - (i) the Stay Invested Challenge and
 - (ii) the Highest Depositor Challenge.
- 1.6 The Stay Invested Challenge seeks to reward random participants who deposits a minimum of GHC 50.00 each month without withdrawing for the duration of the entire month.
- 1.7 The Highest Depositor Challenge seeks to reward the three (3) highest depositors at the end of the promo period.
- 1.8 By taking part in this Promotion (i.e. opening an account at an NSS tent storm, any of the Databank branches or registering for the promotion via the online form on our website), a participant acknowledges that he/she has fully read, understood and unconditionally agrees to comply with these terms and conditions:

2 Eligibility

- 2.1 This Promotion is open to all clients who are undertaking their national service 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 prizes.

3 Entry

- 3.1 To participate in the Promotion, a participant must open an account at an NSS tent storm, Databank location or register for the promotion via the online form on our website. An existing account holder can either register with the form online or visit any Databank location to do so.
- 3.2 A participant must make a deposit of not less than GHC 50.00, after registration or opening the account.
- 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

Section B: Stay Invested Challenge

4 Duration

- 4.1 The Promotion starts on October 10, 2022, at 00:00:00 GMT and ends on September 30, 2023, at 23:59:59 GMT (“Promotional Period”). Participants will be rewarded each month during the Promotional Period.
- 4.2 Deposits received after each monthly deadline shall not be considered as part of monies received during the month in review. However, withdrawal requests made during the month of review will be considered even if the money is received after the month in review.
- 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.

5 Selection

- 5.1 At the end of each month, the list of all participants who deposited a minimum of GHC 50.00 and did not make a withdrawal will be generated. Each participant will receive one entry for each multiple of GHC 50.00. Any amount that is not an exact multiple of GHC 50.00 will not receive an entry. The winners will be selected by an automated computer application.
- 5.2 An authorised senior member of DATABANK will supervise the ranking and selection of participating clients

6 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.
- 6.3 The selected participant will have the option of choosing between a specified electrical appliance or an investment voucher of GHC 150.00

Prizes are as stated in the table below:

Month	Prize
October	GHC 150.00 Investment Voucher or blender
November	GHC 150.00 Investment Voucher or standing fan
December	GHC 150.00 Investment Voucher or tabletop stove
January	GHC 150.00 Investment Voucher or sandwich maker
February	GHC 150.00 Investment Voucher or air fryer
March	GHC 150.00 Investment Voucher or microwave
April	GHC 150.00 Investment Voucher or kettle
May	GHC 150.00 Investment Voucher or rice cooker
June	GHC 150.00 Investment Voucher or electric hot plate
July	GHC 150.00 Investment Voucher or subwoofer
August	GHC 150.00 Investment Voucher or Bluetooth headset
September	GHC 150.00 Investment Voucher or foldable drying clothes rack

- 6.4 If a winner cannot be reached via the phone number or email address provided within seven (7) days after being selected, the winner's right to the prize will automatically lapse. The prize will thereafter be transferred to the winner who immediately follows the winner who could not be reached.
- 6.5 Winners have to accept their prize, at most, 14 working days after the announcement. Should a winner be unable to pick up their prize within the stipulated period, they will receive a GHC 150.00 investment voucher instead.

- 7.2 Deposits received after this deadline shall not be considered as part of monies received during the promotional period.
- 7.3 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.

8 Selection

At the end of the promo period, the list of all participants who deposited during the promotional period will be generated. The top three participants with the highest deposits will be automatically selected as the winners for this challenge.

Section C: Highest Depositor Challenge

7 Duration

- 7.1 The Promotion starts on October 10, 2022, at 00:00:00 GMT and ends on September 30, 2023, at 23:59:59 GMT ("Promotional Period").

9 **Winners and Prizes**

- 9.1 The selected winners are final and the outcome cannot be contested by any Promotion participant.
- 9.2 The amounts deposited by participants will not be publicly disclosed or disclosed to other participants of this Promotion.
- 9.3 The prizes for the winners are GHC 5,000.00, GHC 3,000.00 and GHC 1,500.00 investment vouchers.
- 9.4 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 the winner who immediately follows the winner who could not be reached.

Section C: Concluding Terms

10 **Standing Terms**

- 10.1 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 may be communicated to participants who have already won their prizes but are yet to claim or collect them.
- 10.2 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.
- 10.3 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.
- 10.4 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
- 10.5 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

- 10.6 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
- 10.7 DATABANK may issue any amendment to the terms and conditions in writing and notice of the change shall be by posting same at <https://www.databankgroup.com> (website). 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

11 **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

12 **Governing Law And Jurisdiction**

- 12.1 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
- 12.2 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
- 12.3 These terms and conditions will in all respects be governed by and construed under the laws of Ghana

13 **Contact**

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

