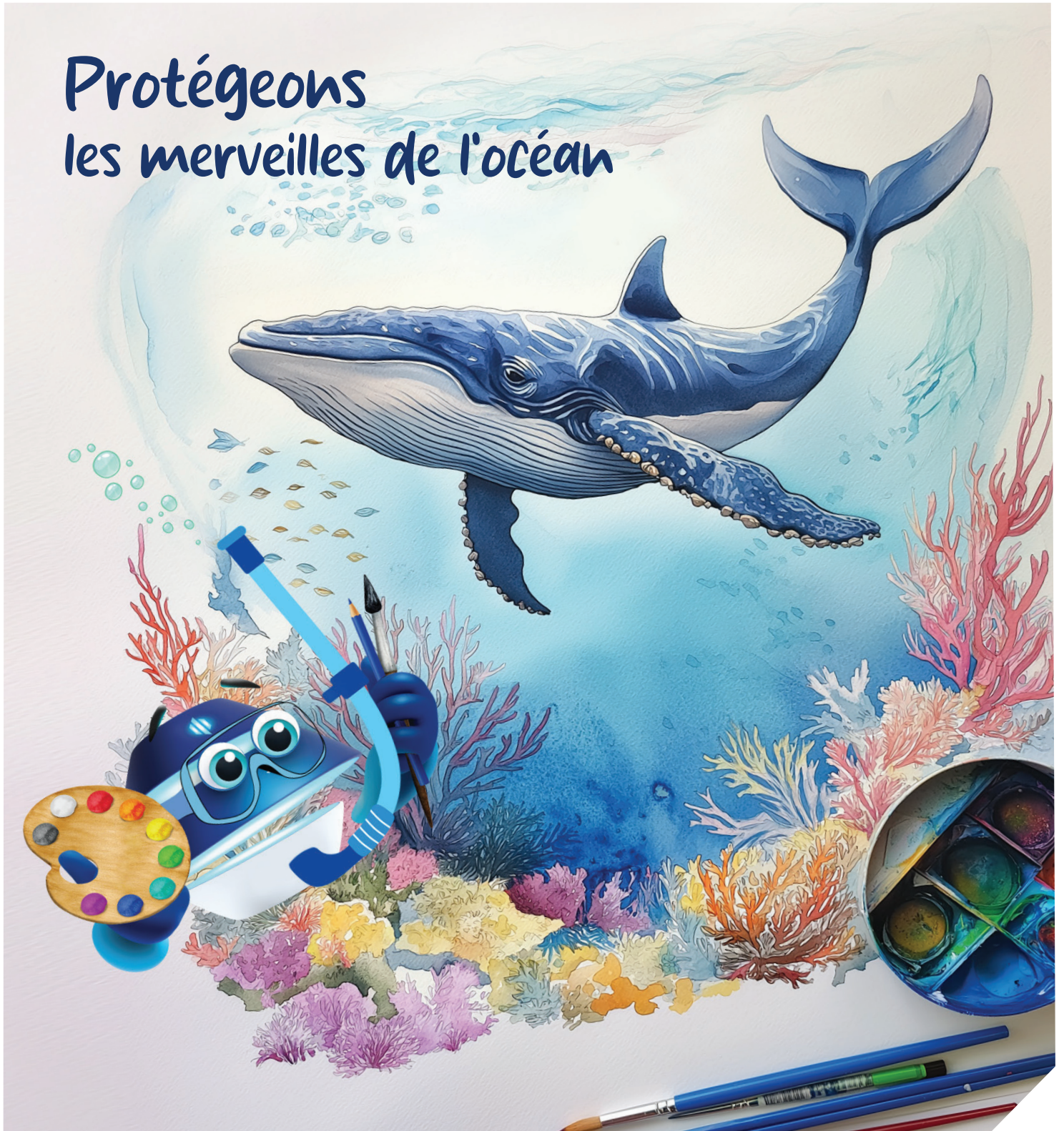


Protégeons
les merveilles de l'océan



TERMS & CONDITIONS

Terms and Conditions (the "Terms and Conditions")

The Term and Conditions shall apply to the drawing contest being carried by SBM Bank (Mauritius) Ltd as set out (the "**Contest**").

Any reference to:

"SBM", "We", "US" or "Our" shall mean SBM Bank (Mauritius) Ltd; and

"You" shall mean a person who has parental authority over the minor or has been appointed as his/her guardian.

1. Agreement to the Terms and Conditions

Please read these Terms and Conditions carefully, as they affect your legal rights. By submitting your drawings/paintings (the "Artwork"), you are deemed to have read, understood, and agree to be bound by the Terms and Conditions.

2. Eligibility

- a. The Contest is open to all children aged between 5 to 17 years old.
- b. Only residents of Mauritius and Rodrigues are eligible to participate in the Contest.
- c. The Contest is open to the public and is not restricted to SBM customers.
- d. All Artwork should be solely the original work of the participant, created without assistance or collaboration from parents or other adults. Artwork accomplished with the help/use of any electronic device or software will not be considered.
- e. The Artwork should not contain obscene, offensive, or any other any unsuitable material.
- f. The Artwork must be in A4 or A3 size paper.
- g. Only one Artwork per participant is permitted.
- h. Artwork submitted after the deadline will not be considered.

3. Theme

All Artwork submitted should be around the theme "Protecting our Ocean's Wonders".

This theme invites participants to explore the beauty and diversity of underwater life while highlighting the importance of preserving it. Artists can depict marine creatures, coral reefs, and underwater ecosystems, focusing on the balance between nature and human impact. The emphasis would be on sustainability, such as reducing pollution, combating climate change, or preventing overfishing, showing how we can protect the oceans for future generations.

4. Contest Period

The Contest is open from 01 November 2024 to 31 December 2024, both dates inclusive.

5. Prize Collection

- a. SBM shall elect a panel of juries who shall evaluate the Artwork. The winners' names shall be announced during the prize giving ceremony to be held by SBM.
- b. Winner shall open an SBM Amigos Account (the "Account") with Us. The prize amount will be credited to the Account.
- c. No alternative to the prize amount shall be offered. The prize amount is not transferable.
- d. In the event that we are not able to contact the winners selected, SBM reserves the right to request the panel of juries to select alternate winners(s).

6. General

- a. SBM reserves the right to video, photograph and/or record the Contest, and publish any participants' picture, Artwork and details (which may include personal data (the "Personal Data") for the purposes relating to the publicity of the Contest without any need to pay a fee or compensation to any of the participants.
- b. By submitting Artwork in this Contest, You agree that SBM shall retain all original Artworks submitted by the participants and that such Artworks will not be returned.
- c. Your submission to this Contest must be your own Artwork, must not be copied, must not contain any third-party materials and/or content that you do not have permission to use, must not infringe the rights of any other party. If SBM has reason to believe your entry is not your own Artwork or otherwise breaches this paragraph, then SBM may, in its absolute discretion, decide not to consider it.
- d. You hereby authorize US to use, once or from time to time, the names, photo, images and Artwork as well as photocopies and duplicates thereof in any media now known or developed in the future (including but not limited to movies, videos, digital or any other electronic media) for purposes as may be deemed appropriate by US.
- e. In case of any disagreement with any of the terms and conditions, the decision of SBM shall be final and binding on all the parties involved in this Contest.
- f. SBM shall not be held liable to any persons in the Contest for any property loss, damages, injuries or death in respect of, in connection with and/or arising from the Contest.
- g. You shall fully indemnify and hold SBM harmless from and against any loss, damages, cost, liability and expenses (including legal fees), whether direct or indirect, which SBM incurs or may incur in respect of, in connection with and/or arising from the Contest.
- h. By participating in the Contest, you consent to SBM using the participant's and your personal data including use of such personal data in marketing campaigns. You are entitled to object to the use of your or the participant's Personal Data and subject to any law or regulation to the contrary, you may request US to erase or destroy the Personal Data.
- i. SBM shall not be held responsible for any acts, omissions or delays on behalf of third-party partners who may be supplying the prizes.
- j. SBM reserves the right to withdraw or cancel the Contest and to amend or change these Terms and Conditions at any time for whatever reason and without giving prior notice. The decision of SBM on all matters relating to or in connection with the Contest is final, and no challenge shall be entertained.
- k. The Terms and Conditions shall be governed by and interpreted in accordance with the laws of Mauritius law. The courts of Mauritius shall have exclusive jurisdiction over any disputes arising from the terms and conditions including the validity and enforceability thereof.