

Corporate and Investment Banking

**Webtrader Challenge Rules** 

"Play the Global Markets"



Please consider these Rules carefully as they may limit Standard Bank's liability and amount to an assumption of risk by you.

### 1. INTRODUCTION AND CHAILENGE PERIOD

- 1.1. The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division) ("Standard Bank") has initiated a virtual trading challenge entitled "Play the Global Markets" ("Webtrader Challenge").
- 1.2. All eligible contestants, as contemplated in paragraph 3 ("Contestants") will have the opportunity to compete in the Webtrader Challenge for the specified prizes, subject to the provisions set out in these Rules.
- 1.3. The Webtrader Challenge will commence at 08:01 Central African Time ("CAT") on 1 April 2015 and will end at 07:59 CAT on 1 June 2015 (the "Challenge Period").

## 2. REGISTRATION FOR THE CHALLENGE

- 2.1. Registration for the Webtrader Challenge will open during the registration period below ("Registration Period") and eligible Contestants will participate in the Webtrader Challenge during the trading period specified below ("Trading Period").
- 2.2. Contestants must register and open a Webtrader Challenge account on the following website, www.standardbank.com/webtraderchallenge (the "Site") during the Registration Period.

# 2.3. Registration Period:

Registration Month	Starting Date and Starting Time (CAT)	End Date and End Time (CAT)
April 2015	1 April 2015 at 08:01 (CAT)	1 May 2015 at 07:59 (CAT)

### 2.4. Trading Period:

Trading Month	Starting Date and Starting Time (CAT)	End Date and End Time (CAT)
May 2015	1 May 2015 at 08:01 (CAT)	1 June 2015 at 07:59 (CAT)

## 3. ELIGIBILITY TO PARTICIPATE AND CLAIM A PRIZE

- 3.1. Each Contestant shall only be entitled to register for 1 (one) Webtrader Challenge account during the Challenge Period.
- 3.2. Standard Bank reserves the right to deactivate any duplicate Webtrader Challenge accounts, and/or all of the Webtrader Challenge accounts of any Contestant and/or disqualify any Contestant (acting in its sole discretion) to the extent that any Contestant has breached the provision of these Rules.
- 3.3. In order to be eligible for participation in the Webtrader Challenge, all prospective Contestants must meet the following requirements:
  - 3.3.1. be a South African citizen; and
  - 3.3.2. be over the age of 18 (eighteen) years; and
  - 3.3.3. must have registered during the Registration Period.
- 3.4. In addition to the above, Contestants must in his/her Webtrader Challenge account:
  - 3.4.1. post and execute a minimum of 2 (two) trades per week in order to qualify for any of the weekly prizes on offer; and/or
    - 3.4.2. post and execute a minimum of 5 (five) trades per month in order to qualify for any of the monthly prizes on offer.
- 3.5. In order to be eligible to claim the weekly and/or monthly prize (as the case may be), Contestants are required to successfully open a live Webtrader account on <a href="https://www.standardbank.com/webtraderchallenge">www.standardbank.com/webtraderchallenge</a> ("Webtrader Trading Account") within 14 (fourteen) days of the respective Weekly Announcement Date/s or Final Announcement Date, as appropriate.
- 3.6. Should a Contestant fail to open a Webtrader Trading Account within the aforementioned period he/she shall forfeit the relevant prize. Subject to paragraph 4.7 and 4.9, the Contestant will be eligible to win further prizes for any other subsequent Webtrader Challenge, provided that the Contestant has successfully opened a Webtrader Trading Account within the stipulated time period herein.
- 3.7. No person employed by the Standard Bank Group Limited ("SBG") or any subsidiary of SBG, including his/her immediate family members, shall be eligible or entitled to participate in the Webtrader Challenge.

### 4. HOW TO COMPETE IN THE WEBTRADER CHALLENGE

- 4.1. Once registered on the Site, each Contestant will receive a virtual amount of USD 100 000.00 (one hundred thousand United States dollars) (the "Trading Amount") in his/her Webtrader Challenge account at the Starting Time on the Staring Date of the Trading Period with which to commence virtual trading.
- 4.2. Contestants may utilise the Trading Amount across the range of foreign exchange and international equity products (collectively the "**Products**") made available on the Site.

- 4.3. Trades can be ordered outside of the respective market hours but the price at which the trades will be executed will be derived from the respective market open price on the first trading day of the respective market following the time at which the relevant trades were ordered.
- 4.4. Virtual dealing charges will be applied to trades concluded during the course of the Webtrader Challenge in accordance with the charges normally applied by Standard Bank in respect of such trades. Contestants will be able to obtain information in respect of all such applicable charges by selecting (or clicking on) the 'Trading Conditions' button on the Site.
- 4.5. There is no maximum trade size in respect of any single product.
- 4.6. In respect of each weekly challenge ("Weekly Challenge"), the performance of each Contestant will be determined by Standard Bank as the net percentage increase (after deduction of trading fees and charges) that such Contestant achieves in his/her Webtrader Challenge account portfolio from the relevant Starting Date and Starting Time to the relevant End Date and End Time of the respective week, as set out in the Weekly Challenge Schedule in paragraph 8.2 ("Weekly Portfolio Profit").
- 4.7. A Contestant will only be eligible for a weekly prize once during the Challenge Period, accordingly in the event that a Contestant had the highest Weekly Portfolio Profit in respect of one of the Weekly Challenges and should he/she again have the highest Weekly Portfolio Profit in any other Weekly Challenge, he/she will not be eligible for the prize in respect of any other Weekly Challenge. Instead, the prize will be allocated to the Contestant with the next highest Weekly Portfolio Profit.
- 4.8. In respect of the monthly challenge ("Monthly Challenge"), the performance of each Contestant will be determined by Standard Bank as the net percentage increase (after deduction of trading fees and charges) that such Contestant achieves in his/her Webtrader Challenge account portfolio during the Trading Period ("Monthly Portfolio Profit").
- 4.9. A Contestant will only be eligible for a monthly prize once during the Challenge Period and any subsequent Webtrader Challenges, which means that in the event that a Contestant had the highest Monthly Portfolio Profit in respect of any challenge period and should he/she again have the highest Monthly Portfolio Profit in any other challenge period, he/she will not be awarded the prize in respect of any other Webtrader Challenge. Instead, the prize will be allocated to the Contestant with the next highest Monthly Portfolio Profit.
- 4.10. Prizes will not be awarded and/or given to any person other than the prize winners under any circumstances whatsoever.
- 4.11. Contestants can keep track of their overall ranking via the Site. Rankings will be based on the portfolio value as stipulated on the Site and will be updated by Standard Bank from time to time.

### 5. WARRANTIES AND REPRESENTATIONS:

- 5.1. By participating in the Webtrader Challenge, each Contestant agrees:
  - 5.1.1. to abide and be bound by these Rules and regulations of the Webtrader Challenge;
  - 5.1.2. to respect and abide by the judge(s) decision as final and binding upon him/her and acknowledges that no correspondence will be entered into;
  - 5.1.3. not to share his/her log-in details in respect of the Site with any other person and to keep his/her log-in details confidential:
  - 5.1.4. to Standard Bank sharing his/her information with a third party strictly for the purpose of conducting the Webtrader Challenge:
  - 5.1.5. that Standard Bank may publish his/her details in the rankings that are available on the Site;
  - 5.1.6. to receive communications from Standard Bank in respect of his/her participation in the Webtrader Challenge;
  - 5.1.7. that he/she may be disqualified from the Webtrader Challenge at any time at the judge(s) sole discretion and without being provided with reasons thereto;
  - 5.1.8. that Standard Bank reserves the right to amend these Rules at any time without providing notice thereof and that by accessing the Site that he/she is bound to the terms published on the Site at such time;
  - 5.1.9. that a certificate signed by the administrator responsible for maintaining the Site will be prima facie proof of the date of publication and content of the current version and all previous versions of these Rules;
  - 5.1.10. and warrants that he/she has the required legal capacity to be bound by these Rules;
  - 5.1.11. that he/she does not acquire any rights as a result of using the Site including, but not limited to, the right to receive any profits shown on his/her Webtrader Challenge account. Any profits or losses shown in his/her Webtrader Challenge account are notional only.
  - 5.1.12. that he/she will not copy, modify, de-compile, reverse engineer, or make derivative works of the Site or the manner in which it operates;
  - 5.1.13. that the intellectual property rights in respect of the Site belong a third party supplier of Standard Bank;
  - 5.1.14. that Standard Bank reserves the right to modify, suspend, extend or terminate the Webtrader Challenge and/ or aspect, service or feature of the Site at any time, in its sole and unfettered discretion, and without providing reasons therefor and that Standard Bank shall not be held liable for any loss or damage suffered by any Contestant as a result of such suspension, extension or termination. In such event, all Contestants hereby waive any rights, which they may have against Standard Bank and further acknowledge that they will have no recourse or claim of any nature whatsoever against Standard Bank, its directors, members, partners, employees, sponsors, agents or consultants; and
  - 5.1.15. that Standard Bank will be entitled to publish the prize winners' names and photographs in any advertising, promotional, print, point of sale or public relations material, the nature and manner of such releases to be determined within Standard Bank's sole discretion, for a period of 24 (twenty four) months after the date on which the prize winners are determined, after having being publicly announced as the prize winners of the Webtrader Challenge; and the prize winners expressly consent to such publication and use.

#### 6. DISCLAIMER

- 6.1. Standard Bank, its directors, members, partners, employees, agents, consultants, suppliers, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from a Contestant's participation in the Webtrader Challenge or for any loss or damage, howsoever arising. The Contestants hereby indemnify Standard Bank and hold Standard Bank harmless against any loss, damage, harm or injury which the Contestants may sustain as a result of any claim which may be made against him/her by any third party in connection with his/her participation in the Webtrader Challenge.
- 6.2. Standard Bank shall not be liable for any technical or other failure, interruption or downtime in respect of the Site or any component part of the Site and/or Webtrader Challenge which may result in prejudice or disadvantage to a Contestant.
- 6.3. No material or publication on the Site constitutes an offer or the solicitation of an offer for the sale or purchase of any security or financial instrument.
- 6.4. Whilst Standard Bank has taken care to ensure that the content and services on the Site are accurate, it does not warrant that the Site, any tools such as calculators, software, information provided by Standard Bank or any of its third party services providers, content or other services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality and expressly disclaim all such implied warranties.
- 6.5. Whilst all reasonable precautions have been taken, Standard Bank does not warrant that the Site or any downloads via the Site are free from viruses or destructive code. Standard Bank shall not be liable for any damage or injury arising out of any person's or entity's access to or inability to access the Site. This limitation includes, but is not limited to, any damage to computer equipment and computer systems caused by virus, malware and any other harmful computer coding.
- 6.6. The Site may contain links to other websites with information and material produced by other parties. Whilst Standard Bank tries to provide links only to reputable websites, it cannot accept responsibility or liability for the information provided on other websites. A link from the Site to any other website does not mean that Standard Bank has scrutinized or endorsed the owners or administrators of the websites or their business or security practices and operations.
- 6.7. Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to the Site or any subsidiary pages before receiving Standard Bank's prior written approval, which may be withheld or granted subject to the conditions we specify from time to time. An application for linking must be submitted to securities@ standardbank.co.za. Once received, Standard Bank will do its best to respond and enter into further discussions, however in the event that no written response is provided by Standard Bank within 5 (five) Business Days, the request shall be considered rejected. Breach of these conditions entitles Standard Bank to take legal action without prior notice and each Contestant agrees in this instance to reimburse the costs associated with such legal action to Standard Bank on an attorney and own client scale.
- 6.8. Each Contestant takes part in the Webtrader Challenge at his/her own risk.
- 6.9. Standard Bank and any of its affiliates, subsidiaries, shareholders, agents, consultants, directors, officers or employees or its holding company (collectively "Standard Bank Group") shall not be held liable for any damages whatsoever relating to any use of the Site or participation in the Webtrader Challenge or any inability to use the Site or any of the information or services. For the avoidance of doubt, "Standard Bank Group" shall include Standard Bank. This includes without limitation any direct, indirect, special, incidental and consequential or punitive damages howsoever arising and regardless of whether Standard Bank Group was advised of the possibility of such loss or damage.
- 6.10. Should the use of the Site and participation in the Webtrader Challenge or information lead a Contestant to consider entering into any transaction in relation to the financial product please note the following: there are intrinsic risks involved in transacting in any of the products; no guarantee is provided for the investment value in a product; any forecasts based on hypothetical data are not guaranteed and are for illustrative purposes only; returns may vary as a result of their dependence on the performance of underlying assets and other variable market factors; past performances are not necessarily indicative of future performances; unless a financial needs analysis has been conducted to assess the appropriateness of the product, investment or structure to your unique particular circumstances, Standard Bank cautions that there may be limitations on the appropriateness of the information for a Contestant's purposes and each Contestant should take particular care to consider the implications of entering into the transaction, either on his/her own or with the assistance of an investment professional.
- 6.11. The Site and the Webtrader Challenge is not directed at any person in any jurisdiction where for any reason the Site's publication or availability is prohibited and any person to whom such prohibition applies may not access the Site.
- 6.12. Any person who accesses the Site does so on his/her own initiative and is responsible for compliance with the applicable laws and regulations. Legal advice should be sought in cases of doubt. The Site has not been and will only be registered in South Africa and will not be registered under the securities laws of any other jurisdiction including the United Kingdom and the United States of America.

### 7. PRIZES

- 7.1. The Webtrader Challenge will comprise of both weekly prizes and a monthly prize during the Trading Period as set out herein:
  - 7.1.1. Weekly prizes:
  - 7.1.1.1. Subject to paragraph 3.4.1, Contestants will compete for a weekly prize having registered to join the Webtrader Challenge during the Registration Period as specified in paragraph 2.3.
  - 7.1.1.2. In respect of the relevant Weekly Challenge, the winner shall be notified by email within 14 (fourteen) days following the End Date of the relevant Weekly Challenge Schedule ("Weekly Announcement Date"). If the relevant winner cannot be contacted or fails to open a Webtrader Trading Account within 14 (fourteen) days of the Weekly Announcement Date, Standard Bank reserves the right to withdraw the prize from that winner and allocate the prize to the Contestant with the next highest Weekly Portfolio Profit.

- 7.1.1.3. Subject to paragraph 3, the weekly prizes will be paid 2 (two) weeks following the Weekly Announcement Date of the winning Contestant for each weekly prize respectively. Such payment will be made in United States Dollars ("USD") and will be deposited into the live Webtrader Trading Account of the winning Contestant respectively. There shall be no payment into any other account, except for the aforementioned account.
  - 7.1.2. In addition to the weekly prizes set out above, Contestants will also be eligible to compete for the monthlyprize:
- 7.1.2.1. Subject to paragraph 3.4.2, Contestants will compete for the monthly prize having registered to join the Webtrader Challenge during the Registration Period as specified in paragraph 2.3.
- 7.1.2.2. In respect of the Monthly Challenge, the winner shall be notified by email within 14 (fourteen) days following the end of the Challenge Period ("Final Announcement Date"). If the winner cannot be contacted or fails to open a Webtrader Trading Account within 14 (fourteen) days of the Final Announcement Date, Standard Bank reserves the right to withdraw the prize from that winner and allocate the prize to the Contestant with the next highest Monthly Portfolio Profit.
- 7.1.2.3. Subject to paragraph 3, the monthly prize will be paid 2 (two) weeks following the Final Announcement Date of the winning Contestant for the monthly prize. Such payment will be made in USD and will be deposited into the live Webtrader Trading Account of the winning Contestant. There shall be no payment into any other account, except for the aforementioned account.
  - 7.1.3. Standard Bank may also notify all other Contestants of the Webtrader Challenge by email of the relevant winners of the Weekly Challenges and Monthly Challenge, in addition to the publication of such details on the Site and in accordance with paragraph 5.1.12.

### 8. WEEKLY PRIZES

- 8.1. In respect of the relevant Weekly Challenge, each winning Contestant will be eligible to receive USD1,250.00 (one thousand two hundred and fifty United States Dollars) in his/her Webtrader Trading Account.
- 8.2. Weekly Challenge Schedule:

Week	Starting Date and Starting Time (CAT)	End Date and End Time (CAT)
Week 1	1 May 2015 at 08:01	8 May 2015 at 08:00
Week 2	8 May 2015 at 08:01	15 May 2015 at 08:00
Week 3	15 May 2015 at 08:01	22 May 2015 at 08:00
Week 4	22 May 2015 at 08:01	1 June 2015 at 07:59

### 9. MONTHLY PRIZE

9.1. In respect of the Monthly Challenge, the winning Contestant will be eligible to receive USD5 000.00 (five thousand United States dollars) in his/her Webtrader Trading Account.

## 10. TERMS OF USE

- 10.1. Standard Bank maintains this Site and the virtual services/products ("Virtual Services") made available thereon.
- 10.2. The use of the Site and participation in the Webtrader Challenge are subject to the terms and conditions set out herein.

  Contestants acknowledge and agree that his/her right to use the Site is a personal right that is limited to the Trading Period from the date on which his/her Webtrader Challenge account on the Site is established.
- 10.3. Although the Site simulates trading and trading results, it does not reflect actual trades and Contestants are cautioned that the results of actual trading may be substantially different.
- 10.4. By accessing and participating in the Webtrader Challenge each Contestant agrees that he/she has reviewed the Site in its entirety and that he/she has read and accepted these Rules.
- 10.5. Copyright subsists in the Site and the unauthorised copying, reproduction, distribution, dissemination, sale, publication or other use of this material and the trade marks, logos or service marks (whether registered or not) of Standard Bank and any of its affiliates, subsidiaries, shareholders, agents, consultants, directors, officers or employees or its holding company (collectively "Standard Bank Group") shall constitute an infringement of the relevant intellectual property laws. For the avoidance of doubt, "Standard Bank Group" shall include Standard Bank.
- 10.6. The logos and trademarks shown on the Site are registered and unregistered trademarks of Standard Bank or that of third parties. Nothing on the Site should be construed as granting any license or right to use any trademark without Standard Bank's prior written permission and/or that of third parties, as the case may be. A Contestant may not, without Standard Bank's prior written permission, use any of the intellectual property for any other purposes. An application to use the intellectual property must be submitted to securities@standardbank.co.za. Upon receiving your application, Standard Bank we will do its best to respond and enter into further discussions however if no written response from Standard Bank is provided within 5 (five) Business Days (which excludes Saturdays, Sundays and public holidays in the Republic of South Africa), the request shall be considered rejected.

- 10.7. Irrespective of the existence of copyright, each Contestant acknowledges that Standard Bank is the proprietor of all material on the Site, whether it constitutes confidential information or not, and that he/she has no right, title or interest in any such material.
- 10.8. Standard Bank's commitment to the privacy and the security of Contestant's personal information is outlined in its Privacy and Security statement.
- 10.9. All information submitted to or collected by Standard Bank through or in connection with a Contestant's use of the Site, including all registration data, clickstream data and hypothetical trading data, will be the property of Standard Bank and Standard Bank will be free to use it in accordance with its business practices. Standard Bank will be free to use such information without restriction if such information is aggregated with other data or otherwise processed such that it cannot be attributed to or associated with a Contestant.
- 10.10. The Site and participation in the Webtrader Challenge are intended for use by Contestants located in countries where such use does not constitute a violation of applicable legislation or regulations.
- 10.11. The Site calculates all dates and times based on UTC (Coordinated Universal Time). The display of dates and times in different timezones are for convenience purposes only and discrepancies from UTC may occur on dates and times due to changes in day light savings times and similar issues. In case of discrepancies or disputes, UTC time will always prevail.

## 11. GOVERNING LAW AND JURISDICTION

These Rules of the Webtrader Challenge shall be governed by and be construed in accordance with the laws of the Republic of South Africa and each of the parties submits to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg or any successor thereto) in connection with any matters arising.