Merchant Prize and Marketing Agreement

Play4What (Pty) Ltd, registration number 2019/495176/07. Fourth draft, 7 October 2026. Version 4.0.

This Agreement is the full contract between Play4What and the Merchant. Any short summary shown during onboarding is provided for convenience and does not replace this Agreement or a completed Reward Schedule.

1. Parties commencement and acceptance

1.1 This Agreement is between Play4What (Pty) Ltd, registration number 2019/495176/07, of 22 Blue Hills Boulevard, Blue Hills Country Estate, Kyalami, 1685, referred to as Play4What, and the legal person identified as the Merchant in Schedule 1.

1.2 The person accepting this Agreement for the Merchant warrants that the person is authorised to bind the Merchant and that the particulars supplied during onboarding are complete and accurate.

1.3 This Agreement is concluded when the Merchant accepts the displayed version electronically or when both parties sign it. No partnership, Outlet or benefit becomes active until the required Approval has been recorded.

1.4 The Agreement continues on a month-to-month basis unless Schedule 1 records a different initial term. Either party may terminate it on 30 days' written notice, subject to clause 21 and existing Voucher obligations.

2. Definitions

2.1 "Acceptance Record" means the electronic record of the legal entity, authorised representative, Agreement version, date, time and acceptance action retained by Play4What.

2.2 "Approval" means confirmation, generated automatically through the Platform's compliance controls or given by Play4What following manual review, that the applicable Merchant, Outlet, partnership or benefit requirements have been satisfied. Play4What may refer any matter for manual review, request supporting information, suspend publication or withdraw Approval if inaccurate information or a legal, operational, security or reputational risk is identified.

2.3 "Approved Benefit" means a Prize, Voucher, Promotional Offer or other benefit described in a Reward Schedule for which Approval has been recorded.

2.4 "Club" means an approved sporting club or venue participating on the Platform.

2.5 "Competition" means a structured sporting competition administered through the Platform.

2.6 "Confidential Information" means any non-public commercial, technical, financial, security, product, software, integration, pricing, business-model, strategy, Participant, customer, supplier, partner or other information disclosed or made available by or on behalf of a party in connection with this Agreement, in any form.

2.7 "Outlet" means an approved physical or online location at which an Approved Benefit may be redeemed.

2.8 "Participant" means a person who enters or takes part in a Competition or holds or redeems a Voucher.

2.9 "Participation Fee" means the fixed fee, if any, displayed to a Participant for access to the Platform and administration of the Competition. It is not a stake, may not be pooled or transferred to another Participant and may not be used to determine or increase a Prize.

2.10 "Pay-on-Redemption Reward" means an Approved Benefit for which no upfront amount is payable and the applicable settlement and commission are processed only after a verified redemption, as recorded in the Reward Schedule.

2.11 "Platform" means the Play4What website, applications, partner portal and related competition services.

2.12 "Prize" means a predetermined non-cash good, service or voucher awarded for sporting performance in a Competition.

2.13 "Promotional Offer" means a separate approved promotional benefit not awarded for sporting performance.

2.14 "Reward Schedule" means Schedule 2 as completed for a specific Approved Benefit, including its funding, settlement and redemption model.

2.15 "Settlement Value" means the agreed VAT-inclusive amount on which a funded redemption settlement and any applicable commission are calculated, which may differ from the stated retail value.

2.16 "Voucher" means the electronic record, including a one-time QR code or other identifier, through which an Approved Benefit is issued, verified or redeemed.

3. Appointment and relationship

3.1 The Merchant appoints Play4What on a non-exclusive basis to display and administer Approved Benefits through approved Club relationships, and Play4What accepts the appointment subject to this Agreement.

3.2 The parties are independent contractors. Neither may bind the other, incur liability in the other's name or represent that an agency, partnership, employment or franchise relationship exists.

3.3 The Merchant remains the supplier of its goods and services and is responsible for their legality, quality, safety, availability and actual fulfilment. Play4What administers the Platform, approval, Voucher and agreed settlement functions.

3.4 No exclusivity arises unless a signed Schedule expressly states otherwise.

4. Onboarding Club requests and activation

4.1 The Merchant must provide its correct legal name, registration or identity number, VAT status, registered and trading addresses, authorised representative, Outlets, bank details, licences and operational contacts required for verification.

4.2 The Merchant may request to partner with selected Clubs. A Club may accept or decline the request, but Club acceptance records commercial interest only and does not activate the relationship or any benefit.

4.3 Play4What retains final control over Approval of the Merchant, each Club relationship, each Outlet and every proposed benefit. The standard route is automated Approval through the Platform's current compliance controls.

4.4 Completing onboarding submits an application to the Platform's compliance controls and does not itself activate the Merchant. A complete standard application may receive Approval automatically if the information supplied passes those controls and no exception is identified.

4.5 Play4What may require manual review where information is missing or inconsistent, a licence or age-restricted benefit is involved, cash or a cash-convertible benefit is proposed, value or funding is unusual or unclear, a non-standard benefit or participation condition is proposed, bank details change, a fraud or complaint flag exists, or the application departs from the standard controls.

4.6 For a manual review, Play4What may request reasonable company, authority, bank, licence, insurance, stock, funding or other evidence and may approve, reject or return the application for correction.

4.7 The Merchant must promptly update a material change to its particulars, ownership, authority, Outlets, licences, bank details, insurance, stock, systems or operational contacts. A material change may trigger fresh automated controls or manual review.

5. Approval and classification control

5.1 The Merchant may propose a benefit but may not publish, issue, substitute, withdraw, shorten or materially change it unless Approval has been recorded for the benefit or change.

5.2 Play4What retains final classification control, including whether a benefit is a Prize, prepaid or stored-value Voucher, free item, discount, loyalty award, Promotional Offer, age-restricted benefit or another category. Standard classifications may be applied automatically under the current controls.

5.3 A standard benefit may receive Approval automatically once its Reward Schedule is complete, the required Club acceptance is recorded and the proposal passes the current controls.

5.4 A proposed benefit must be referred for manual review if it is age-restricted or regulated, involves cash or a cash-convertible benefit, has an unusually high value or unclear or shared funding, includes a purchase or participation condition, contains missing or inconsistent information, or triggers a fraud, complaint, legal, operational, security or reputational exception.

5.5 Play4What may decline or withdraw Approval for a proposed benefit that is unlawful, misleading, unsafe, inadequately funded, impractical to redeem, inconsistent with the Platform or likely to prejudice

Participants or the Play4What brand.

6. Prize funding separation

6.1 Each Prize must be predetermined and funded from the Merchant's, Club's, sponsor's or Play4What's approved promotional, sponsorship or marketing budget independently of Competition-specific Participation Fees.

6.2 A Prize may not be calculated by reference to Participant numbers, funded from a Competition-specific pool of Participation Fees or described as the return on a stake or wager.

6.3 The Reward Schedule must identify the funder and funding model. The Merchant must provide reasonable evidence of its supply, stock, capacity or funding commitment before publication if requested.

7. Reward Schedule

7.1 Each Reward Schedule must state the plain-language description, classification, retail value, Settlement Value, funder, quantity, stock or capacity, Outlets, validity, redemption process, material exclusions, additional purchase conditions, regulated controls and failure remedy.

7.2 The Reward Schedule must state whether the Approved Benefit is:

(a) Merchant-sponsored, in which case the Merchant bears the agreed benefit cost and no settlement is due unless expressly recorded;

(b) funded, in which case the identified funder pays the approved Settlement Value through the agreed process; or

(c) shared-cost, in which case the contribution and settlement obligations of each party are stated.

7.3 A Pay-on-Redemption Reward requires no upfront payment. The applicable settlement and commission are processed only after verified redemption and in accordance with the Reward Schedule.

7.4 A prepaid or stored-value Voucher must comply with the applicable validity, record and trust-property requirements under consumer law.

7.5 A free item, discount or Promotional Offer must state a clear and practically usable redemption period and may not conceal an additional purchase condition.

7.6 The Reward Schedule must state whether one Prize is shared by a winning team or whether each winner receives a separate Prize.

8. Merchant supply obligations

8.1 The Merchant must:

(a) maintain sufficient stock, capacity, staff and systems to honour each Approved Benefit;

(b) supply the described goods or services with the quality, safety and fitness for purpose required by law;

(c) honour a valid Voucher without unfair discrimination against the holder;

(d) apply only the displayed and approved redemption conditions and charges;

(e) train relevant Outlet staff and maintain an escalation contact;

(f) report promptly any genuine inability to supply, Outlet closure, suspected fraud, system failure or regulatory issue; and

(g) maintain all licences, permissions and registrations required for its goods, services and advertising.

9. Prohibited and regulated benefits

9.1 The Merchant may not offer cash, a cash alternative, a cash-convertible stake, illegal goods or services, or a benefit that Play4What reasonably considers unsafe, misleading or unsuitable.

9.2 An age-restricted or regulated benefit, including liquor, may be supplied or served by the licensed Merchant at its discretion only after manual review and express Approval. The applicable Reward Schedule must record the licence, approved Outlet, age and identity verification, collection or service controls and any advertising restriction.

9.3 The Merchant must not sell or supply liquor to a minor and must take reasonable measures to determine age before supply. A Platform age flag does not replace the Merchant's verification duty.

9.4 Play4What may exclude any category or impose additional controls despite the Merchant holding a licence.

10. Voucher creation security and redemption

10.1 Each Voucher must have a unique identifier, validity status and redemption record capable of verification.

10.2 The parties must use reasonable controls against copying, multiple redemption, unauthorised staff use, identity fraud and alteration.

10.3 The Merchant must accept a valid Voucher at every approved Outlet stated in the Reward Schedule, subject only to the approved conditions and lawful identity or age checks.

10.4 A properly redeemed Voucher is not automatically replaced. A Voucher not delivered, wrongly cancelled or incorrectly marked as redeemed because of a party's system or staff failure must be corrected or replaced by the responsible party.

10.5 The Merchant must record the redemption through the approved process at the time of fulfilment and may not submit a false, duplicate, premature or inflated redemption.

11. Unavailability substitutions and Participant remedies

11.1 If the exact Approved Benefit is unavailable, the Merchant must promptly notify Play4What and may provide an equivalent or better substitute only where the substitute is lawful, reasonable and accepted by the holder or permitted by the displayed terms.

11.2 The Merchant may not require an undisclosed additional purchase, impose a new charge, shorten the validity period or reduce the benefit at redemption.

11.3 If the Merchant cannot honour a valid Approved Benefit, Play4What may arrange an extension, substitute, another Outlet, replacement benefit, refund to the funder or other appropriate consumer remedy.

11.4 The Merchant must reimburse Play4What for reasonable direct costs of a remedy caused by the Merchant's breach, subject to supporting records.

12. Commission settlement reconciliation and tax

12.1 For a funded Approved Benefit or Pay-on-Redemption Reward, the VAT-inclusive Settlement Value, commission basis and settlement cycle are stated in Schedule 1 and the Reward Schedule.

12.2 Unless a Reward Schedule states otherwise, Play4What's commission is 15% of the VAT-inclusive Settlement Value of a verified redemption and includes VAT. The commission is not calculated on an undisclosed retail value or on a Participant's fee.

12.3 Play4What may deduct the properly invoiced commission from the funded settlement before paying the balance to the Merchant. For a Pay-on-Redemption Reward, no amount is payable upfront and the applicable settlement and commission are processed only after verified redemption.

12.4 Merchant-sponsored rewards do not create a settlement merely because a Voucher is redeemed, unless a Reward Schedule expressly records a settlement. A funded or shared-cost reward is settled only from the independently identified funding source.

12.5 Play4What will provide a redemption report for each settlement cycle. The Merchant must raise a reasonably detailed reconciliation dispute within 10 business days after receiving the report, failing which the report is accepted subject to manifest error or fraud.

12.6 Play4What may withhold or reverse a disputed, duplicate, fraudulent, cancelled or unfulfilled redemption after giving the Merchant the relevant reason and a reasonable opportunity to respond.

12.7 Each party is responsible for its own tax obligations and must issue valid tax documents where required.

13. Banking and payment security

13.1 The Merchant must provide banking details through the approved secure process. New or changed instructions are a manual-review exception and may be verified before payment.

13.2 A banking change is effective only after the required manual verification process has been completed. Play4What is not liable for acting on the last verified details unless it ignored a verified change or failed to use reasonable security measures.

13.3 A settlement may be delayed only for the reasonable period required to investigate fraud, verify details, resolve a material reconciliation dispute or comply with law.

14. Marketing and intellectual property

14.1 The Merchant grants Play4What a limited, revocable, non-exclusive licence to use approved Merchant names, marks, Outlet details and benefit materials to perform and promote this Agreement.

14.2 Marketing must accurately describe the benefit, value, availability, validity, exclusions and funding model and must not use betting, wagering, guaranteed-return or misleading language.

14.3 The Merchant must obtain approval before using Play4What branding or issuing a joint public announcement.

14.4 The Merchant warrants that it owns or is authorised to provide the content and marks supplied to Play4What and that approved use will not infringe another person's rights.

15. Personal information direct marketing and security

15.1 The Merchant may receive only the personal information reasonably required to verify and complete redemption, address a complaint, prevent fraud or perform another approved purpose.

15.2 The Merchant may not add a Participant to its marketing database or send direct marketing merely because the Participant received or redeemed an Approved Benefit.

15.3 Each party is responsible for personal information processed for its own purposes. Any Operator processing must be governed by appropriate written processing terms.

15.4 Each party must apply appropriate technical and organisational safeguards. A suspected security compromise affecting shared information must be notified to the other immediately and, where reasonably possible, within 24 hours.

15.5 A data-subject request, regulator enquiry or complaint relating to shared information must be referred promptly where the other party's assistance or decision is required.

16. Confidentiality, non-circumvention and non-use

16.1 Each party must protect the other party's Confidential Information, keep it confidential and use it only to perform or exercise rights under this Agreement.

16.2 A party may disclose Confidential Information only to its directors, officers, employees, professional advisers, contractors, holding companies, subsidiaries and affiliates who need it for this Agreement and are bound by equivalent confidentiality and non-use obligations. The disclosing party remains responsible for their compliance.

16.3 Clauses 16.1 and 16.2 do not apply to information that the receiving party can show is lawfully public through no breach of this Agreement, was already known without restriction, was independently developed without use of the other party's Confidential Information, or must be disclosed by law after reasonable prior notice where permitted.

16.4 During this Agreement and for 12 months after it ends, neither party may use Confidential Information or a Club or Merchant relationship introduced solely through the other party to circumvent the other party's agreed commission, settlement or operating role for an Approved Benefit or campaign. This does not restrict an independently established relationship or ordinary dealings outside that Approved Benefit or campaign.

16.5 Neither party may use the other party's Confidential Information, or knowingly permit another person to use it, directly or indirectly, to design, develop, build, operate, knowingly finance or materially assist any platform, product or service that materially competes with or replicates a platform, product, service or material business function of the other party to which that Confidential Information relates. This clause does not restrict a party's ordinary business, its dealings with third parties or anything developed or held independently, provided that the other party's Confidential Information is not used.

16.6 The obligations in clauses 16.1 to 16.3 and 16.5 continue for five years after termination, and without time limit for trade secrets and personal information while protected by law.

17. Warranties insurance and compliance

17.1 The Merchant warrants that each Approved Benefit is lawful, accurately described, adequately funded or reserved, safe, fit for purpose and capable of supply for the stated period.

17.2 The Merchant must comply with applicable consumer, electronic-transactions, privacy, marketing, tax, product-safety, health, liquor and other licensing laws relevant to its business and Approved Benefits.

17.3 The Merchant must maintain product, public-liability and other insurance reasonably appropriate to its goods and services at the minimum level stated in Schedule 1 and provide evidence on request.

17.4 Play4What warrants that it will administer approved Platform, Voucher and settlement functions with reasonable care and skill.

18. Indemnities and liability

18.1 The Merchant indemnifies Play4What against third-party claims and direct losses to the extent arising from unsafe or defective supply, failure to honour a valid Approved Benefit, unlawful advertising, licence breach, intellectual-property infringement, false redemption or breach of data duties, except to the extent caused by Play4What.

18.2 Play4What indemnifies the Merchant against third-party claims and direct losses to the extent arising from Play4What's unauthorised alteration of an Approved Benefit, unlawful use of Merchant branding or breach of its data duties, except to the extent caused by the Merchant.

18.3 Neither party excludes liability that cannot lawfully be excluded, including liability for fraud, wilful misconduct or gross negligence to the extent applicable, or death or personal injury caused by its conduct.

18.4 Subject to clause 18.3, neither party is liable for indirect, special or consequential loss, loss of profit, loss of opportunity or loss of goodwill.

18.5 Subject to clause 18.3, aggregate liability in a 12-month period is limited to the cap in Schedule 1. The cap does not apply to a payment obligation, breach of confidentiality, infringement of intellectual property, data breach, indemnity for personal injury or failure to honour an Approved Benefit, to the extent lawfully agreed.

19. Suspension

19.1 Play4What may immediately suspend a Merchant, Outlet, Club relationship or Approved Benefit for safety, legality, licence, fraud, stock, funding, consumer, security or serious reputational reasons.

19.2 Play4What will give an appropriate reason unless law or security requirements prevent it and will allow a reasonable response where immediate action is not required.

19.3 Suspension does not remove the Merchant's duties towards valid Vouchers already issued unless a lawful alternative remedy is arranged.

20. Records and audit

20.1 The parties must maintain reliable issue, delivery, redemption, cancellation, replacement, funding, commission and settlement records for the applicable legal and dispute periods.

20.2 Play4What may review relevant records on reasonable notice to verify redemptions, Participant complaints, funding, stock, licensing and compliance, without accessing unrelated information.

20.3 An audit may not unreasonably disrupt operations and remains subject to confidentiality, privacy and legal privilege.

21. Termination and exit

21.1 A party may terminate immediately for an irremediable material breach, insolvency, illegality, loss of a required licence or authority, repeated failure to honour benefits or serious consumer or reputational harm.

21.2 A remediable material breach must first be notified and allowed 10 business days to be remedied, unless a shorter period is reasonably necessary to protect Participants or Platform security.

21.3 Ending one Club relationship does not necessarily terminate this master Agreement or another approved Club relationship.

21.4 Existing Participant rights, valid Vouchers, settlement, confidentiality, privacy, audit and record-retention duties continue as necessary after termination.

21.5 Unless Play4What approves another lawful remedy, the Merchant must honour each valid Voucher issued before termination until its approved expiry.

22. Events beyond reasonable control

22.1 A party is not in breach for a delay or failure caused by an event beyond its reasonable control if it promptly notifies the other, takes reasonable steps to reduce the effect and resumes performance when reasonably possible.

22.2 This clause does not excuse an accrued payment obligation, a duty to protect personal information or a reasonable consumer remedy required by law.

23. Disputes notices and general provisions

23.1 A dispute must first be referred to senior representatives for good-faith resolution. Either party may seek urgent relief at any time.

23.2 South African law applies and the courts of South Africa have jurisdiction, subject to any mandatory statutory forum.

23.3 Notices must be delivered to the physical or email addresses in Schedule 1. An email notice is received on the first business day after transmission unless a delivery failure is shown.

23.4 This Agreement and its approved Schedules record the whole agreement on their subject. An amendment must be in writing and accepted by authorised representatives, including through an approved electronic process.

23.5 The Merchant may not cede, assign or transfer this Agreement without Play4What's prior written consent. Play4What may transfer it as part of a bona fide sale, restructuring or transfer of the Platform business on notice, provided the Merchant's accrued payment rights are not materially reduced.

23.6 If a provision is invalid or unenforceable, it must be limited or severed to the minimum extent required and the remaining provisions continue.

23.7 A failure or delay in enforcing a right is not a waiver.

24. Electronic records and precedence

24.1 The parties agree that this Agreement, Reward Schedules, partnership approvals, notices and amendments may be concluded or issued electronically where the process identifies the party, records the action and is capable of retention.

24.2 Play4What must make the full Agreement and completed commercial Schedule available before acceptance, retain the Acceptance Record, email an accepted copy to the Merchant promptly after acceptance and may also make it available through the Merchant's account.

24.3 If there is a conflict, the order of precedence is: a signed amendment; the applicable Reward Schedule for that benefit; the applicable Club Partnership Schedule; Schedule 1; this Agreement; and the non-binding onboarding summary.

24.4 Clauses intended by their nature to continue after termination survive termination.

Schedule 1: Merchant commercial particulars

1. Merchant legal name registration or identity number VAT number registered address and trading name: _____
2. Authorised representative full name position email mobile number and basis of authority: _____
3. Approved Outlets addresses operating contacts and licence details: _____
4. Initial term if not month-to-month and notice period if different from clause 1.4: _____
5. Default funded-redemption commission: 15% of the VAT-inclusive Settlement Value / other approved rate: _____
6. Default settlement cycle: biweekly / other: _____
7. Bank-account holder bank verification method and payment reference: _____
8. Insurance classes minimum cover and renewal evidence: _____
9. Liability cap and basis: _____
10. Support privacy security finance and regulatory contacts: _____

Schedule 2: Reward Schedule

1. Reward name display name plain-language description and classification: _____
2. Prize Promotional Offer prepaid or stored-value Voucher discount free item or other status: _____
3. Funding model and settlement timing: Merchant-sponsored / funded / shared-cost; upfront /

pay-on-redemption. Funder and budget source independent of Participation Fees: _____

4. VAT-inclusive retail value, VAT-inclusive Settlement Value, commission rate including VAT and expected net settlement: _____
5. Issue quantity stock capacity and approved Outlets: _____
6. One shared Prize / separate Prize for each winner: _____
7. Validity start expiry statutory classification and expiry basis: _____
8. Redemption steps one-time Voucher control identity checks and permitted additional purchase condition: _____
9. Material exclusions restricted dates locations and charges: _____
10. Age restriction licence number approved premises and verification controls: _____
11. Substitution extension refund replacement or other failure remedy: _____
12. Settlement evidence cycle and reconciliation: _____
13. Club acceptance and Approval route, control version or manual reviewer, reference and date: _____

Schedule 3: Club Partnership Schedule

1. Club legal and display name: _____
2. Participating Sites and Merchant Outlets: _____
3. Approved campaign or benefit scope: _____
4. Club request acceptance date and conditions: _____
5. Approval route, reference and activation date: _____
6. Partnership-specific notice period or termination terms: _____

Schedule 4: Electronic acceptance record

1. Agreement version: _____
2. Merchant legal name and account identifier: _____
3. Authorised representative name position and email: _____
4. Acceptance date time and recorded action: _____
5. Commercial Schedule version and copy-delivery record: _____
6. Approval route, reference, date and activation record: _____

Optional manual signature for PLAY4WHAT (PTY) LTD

Signature: _____ Name and capacity: _____ Date: _____

Optional manual signature for THE MERCHANT

Signature: _____ Name and capacity: _____ Date: _____