

Terms and Conditions

Member Engagement Survey 2025



Member Engagement Surveys are aimed at obtaining Member feedback on their interaction with LegalWise South Africa (RF) (Pty) (Ltd).

Member Engagement Surveys allows existing LegalWise Members to participate in surveys to evaluate customer satisfaction and identify key improvement areas for increased customer satisfaction.

By completing the Member Engagement Survey, you stand a chance to win a reward as stipulated in these terms and conditions. Participation in the Member Engagement Surveys constitutes acceptance of the terms and conditions and you agree to abide by same as set out below.

1. Definitions

- 1.1. Business Days: Any day other than a Saturday, Sunday or statutory holiday in the Republic of South Africa.
- 1.2. LegalWise: LegalWise South Africa (RF) (Pty) Ltd (Reg. No 1999/003661/07) is an Authorised Financial Services Provider (FSP 50292) with registered address at 604 Kudu Street, Somerset Office Estate, Allen's Nek, Roodepoort, Gauteng, 1709. The LegalWise Membership Agreement is underwritten by Legal Expenses Insurance Southern Africa Limited (LEZA) (Reg. No 1984/010574/06), a licensed insurer conducting non-life insurance business and a licensed controlling company, and Authorised Financial Services Provider (FSP 17008).
(Any references to "Us", "We", "Our" throughout these terms and conditions will mean LegalWise)
- 1.3. Participant: The LegalWise Member as defined in the LegalWise Membership Agreement
(Any references to "You" throughout these terms and conditions will mean the Participant).
- 1.4. Reward: A R250.00 (two-hundred-and-fifty rand) Checkers/Shoprite voucher.
- 1.5. Completed Survey: A response to the Member Engagement Survey providing responses to all the questions.

2. Commencement and termination

- 2.1. LegalWise reserves the right to terminate the reward at any time for any reason whatsoever.
- 2.2. Termination of the reward will not affect completed surveys up to date of termination.
- 2.3. A Participant is not eligible to stand a chance to win a reward for any completed survey submitted after the termination of reward.
- 2.4. LegalWise reserves the right to exclude an individual Participant from participating if the Participant contravenes any clause under these terms and conditions.

3. Qualifying criteria

- 3.1. In order to stand a chance to win a reward, the following criteria must be met:

- 3.1.1. The Participant must be an existing LegalWise Member with an active and Paid-Up Gold, GoldPLUS or Platinum LegalWise Membership beyond the Membership Waiting Period at the time of the completed survey.
- 3.1.2. The Participant must be 18 years of age or older. Winners may be required to submit their identity documents to verify their ages.
- 3.1.3. The Participant must submit the completed survey through the platform where the Member Engagement Survey was received by the Participant, such as e-mail or SMS.
- 3.1.4. The Participant may only submit one survey. This means that the Participant may only have one entry to stand a chance to win a reward.
- 3.2. The following persons are excluded from participating in the Member Engagement Survey: Directors, Partners, Employees, Agents or Consultants of LegalWise and the underwriter, or any other person who directly or indirectly controls or is controlled by LegalWise and the underwriter, its marketing service providers in respect of the Member Engagement Survey, or the spouses, life partners, business partners or family members of the aforementioned.
- 3.3. The Participant will not stand a chance to win a reward in the following instances:
 - 3.3.1. Failure to comply with the Member Engagement Survey terms and conditions.
 - 3.3.2. The Participant submitting a response that is not a completed survey.
 - 3.3.3. The Participant committing any fraud, or is suspected of committing fraud, when submitting the survey.
 - 3.3.4. The reward has been suspended pending an investigation on suspicion of fraud.

4. The Reward

- 4.1. Only five (5) Participants will be randomly selected per survey type through the use of a Random Selection Tool from the completed surveys that comply with these terms and conditions to receive the reward. Except insofar as may be provided for in legislation, the selection of the winning Participants is final and no correspondence will be entered into after the termination date.
- 4.2. The five (5) Participants randomly selected as winners will, subject to these terms and conditions, be eligible to receive a R250.00 (two-hundred-and-fifty rand) Checkers/Shoprite voucher.
- 4.3. The five (5) winning Participants will be selected on a monthly basis and the reward will be communicated via e-mail or SMS to the winning Participants. A Participant who cannot be reached after 3 attempts and who fails to claim the reward will forfeit the reward.
- 4.4. The reward will not be transferrable and may not be exchanged for cash.

- 4.5. LegalWise cannot be held liable for any damages suffered as a result of the reward not working and any disputes in respect of the reward must be taken up with the service provider.

5. Privacy terms and conditions

- 5.1. The personal information provided in the completed survey will be utilised for purposes of the reward. The Participant's responses to the Member Engagement Survey will not be linked to the Participant on any public platform and will be anonymous in this regard.
- 5.2. The Privacy terms and conditions relate to the collection, storing and use of personal information collected as a result of the Member Engagement Survey. The Participant acknowledges that by being an existing LegalWise Member, the processing of their personal information is already dealt with under the LegalWise Membership Agreement and other related documents.
- 5.3. Privacy is important to LegalWise and we will, therefore, not sell, rent or provide any personal information to unauthorised entities or other third parties, without the consent of the relevant parties.
- 5.4. The personal information is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information and will only be used properly, securely, lawfully and transparently for the intended purpose.
- 5.5. LegalWise cannot guarantee the security of any personal information that was disclosed through participating in the Member Engagement Survey and Participants accept the inherent risk of providing information when submitting completed surveys and will not hold LegalWise responsible for any breach of security.
- 5.6. LegalWise will be entitled to disclose personal information in the following instances:
- 5.6.1. When requested from the regulatory authority for the various financial sectors.
- 5.6.2. To comply with any regulation passed under relevant legislation or any legal process, including when required by law to do so to satisfy an order and/or a subpoena issued by a court of competent jurisdiction.
- 5.6.3. To enforce and protect our rights and property (including intellectual property).
- 5.6.4. When you have expressly authorised us to do so.

6. Disclaimer and indemnity

- 6.1. Use of the Member Engagement Survey platforms shall be governed by, and construed in all respects in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the South African courts.

- 6.2. Participating in the Member Engagement Survey and making use of any websites, platforms and so on will be at the participant's own risk. It is your responsibility to ensure that you have enough data or funds available to complete the survey and LegalWise is not responsible for any expenses incurred to complete the survey.
- 6.3. LegalWise accepts no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the information available on the Survey platforms.
- 6.4. LegalWise will not be held responsible for any error or delay that may arise as a result of any LegalWise Member being unable to access the Survey due to error on the LegalWise Member equipment, software or services provided to you.
- 6.5. LegalWise will at all times apply best efforts to ensure that the Survey platforms operate as it was designed to, however, we cannot warrant that the services are compatible with, or will operate with all mobile devices or any software/hardware used to participate in the Survey.
- 6.6. If required by the Minister of Trade and Industry, a court of law, the National Consumer Commission or National Consumer Tribunal, the Promoter will be entitled to terminate the Survey immediately without any notice to the Participants. In such an event, all Participants hereby waive any rights which they may have against LegalWise.
- 6.7. LegalWise makes no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of the Survey platforms.
- 6.8. LegalWise make no warranty or representation, whether express or implied, that the products, information or files available on these platforms are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise, the operation or content of your mobile device, network or your hardware or software.
- 6.9. LegalWise accepts no responsibility for any errors or omissions that appear on the Survey platforms or on our website.
- 6.10. LegalWise may at any time discontinue or disable certain parts of the Survey, for the purpose of maintenance or upgrades or other causes beyond our control.
- 6.11. LegalWise has the right to amend or add new terms and conditions to the Survey at any time.