

**FNB: Win Groceries for A Year at Checkers**  
**COMPETITION RULES**

**Date these rules were first published: 12 April 2021**

Read these Competition rules carefully. These Competition rules (“rules”) explain your rights and duties in connection with this Competition. If you take part in this Competition and/or accept any reward, these rules will apply to you and you agree that the promoter(s) can assume that you have read and agreed to be legally bound to these Competition rules.

<b>Competition Name:</b>	<b>FNB in conjunction with VISA - Win Groceries at Checkers</b>
<b>Promoter(s) Name(s):</b>	This Competition is run by FNB, a division of FirstRand Bank Limited with Reg. No. <b>1929/001225/06</b> having its principal place of business at 2 First Place, Simmonds Street, Bank City. In these rules, we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants as “you”.
<b>The Competition</b>	FNB/RMB Private Bank VISA cardholders, including Business customers, stand a chance to win Checkers vouchers when they buy from Checkers, Checkers Hyper or on the Checkers Sixty60 App using their qualifying FNB/RMB Private Bank VISA card.
<b>Prizes:</b>	<ol style="list-style-type: none"> <li>1. 10 winners will each win a Checkers voucher worth R16 200</li> <li>2. 570 x R35 free Checkers Sixty60 delivery vouchers to be won every second week of the competition by Checkers by means of the Checkers Sixty60 app to selected customers that used their FNB, RMB PB or Virtual Cards for purchases made on the Checkers Sixty60 app.</li> </ol> <p>Please note: Images used in promotional material are for illustrative purposes only.</p>
<b>Competition start date:</b>	00:00:01am on 12 April 2021
<b>Competition closes:</b>	23:59:59 on 16 May 2021

	<p>The promoter(s) reserve the right to extend the Competition by amending these Competition rules. Notice of this will be posted in these rules.</p> <p>The promoter(s) reserve the right to end this Competition at any time. If this happens you agree to waive (give up) any rights that you may have about this Competition and agree that you will have no rights against the promoter(s).</p>
<p><b>How to participate:</b></p>	<p>Purchase any items at Checkers, Checkers Hyper or on the Checkers Sixty60 App during the competition period using your qualifying FNB/RMB Private Bank VISA Card(s), including your FNB/RMB Private Bank Virtual Card(s). If purchases are made using the FNB/RMB Private Bank Virtual Cards, you will receive double entry into the competition.</p>
<p><b>Is there a limit to the number of times customers may participate?</b></p>	<p>Each transaction during the competition period qualifies as a separate entry. There is no limit to the number of entries allowed per cardholder during the competition period.</p>
<p><b>Eligibility:</b></p> <p><b>Who qualifies to take part?</b></p>	<ul style="list-style-type: none"> <li>• All FNB/RMB Private Bank VISA cardholders will be eligible to participate.</li> <li>• You are a natural person over the age of 18.</li> <li>• You are in possession of your valid South African ID book or valid passport for identification purposes.</li> <li>• Your account/s is in good standing. This means that none of your FNB / RMB Private Bank and FirstRand Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB / RMB Private Bank or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB / RMB Private Bank or FirstRand Bank, including but not limited to: business rescue, collections, liquidation, administration and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the National Credit Act; and</li> <li>• You are not excluded in the categories of people listed below who cannot take part. By entering this Competition, participants warrant</li> </ul>

	<p>that they do not fall into any of the below mentioned excluded categories of people.</p>
<p><b>Who cannot take part?</b></p>	<ul style="list-style-type: none"> <li>• People who do not meet the eligibility criteria above.</li> <li>• The following persons may not take part in this competition even if they qualify to take part. They will forfeit (give up) any prizes awarded to them: <ul style="list-style-type: none"> <li>• Any employee of the promoter(s).</li> <li>• Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>• Any other person who directly or indirectly controls the promoter(s).</li> <li>• Kulula customers</li> <li>• The spouse, life partner, siblings, children, or parents of any of the persons named in the points above.</li> </ul> </li> </ul>
<p><b>How will winners be chosen?</b></p>	<p>Grand Prize – 10 winners of R16 200 each</p> <ul style="list-style-type: none"> <li>• A random draw will take place 48 hours after the competition has concluded to determine the winners.</li> <li>• The random entries drawn will be checked to establish whether they meet the Competition qualifying and eligibility criteria. If the qualifying criteria to enter the Competition are not met, a further random draw will take place until a randomly selected, valid entry meets the eligibility criteria.</li> <li>• Should the Competition draw be postponed to another date for any reason whatsoever, the new date will be published on the FNB Website within four days of the original draw date.</li> <li>• Winners will be contacted within 48 (forty-eight) hours of the draw taking place.</li> <li>• Winners will be contacted via the eBucks contact centre 48 hours after the competition has concluded. If the prize winners cannot accept the prize for any reason whatsoever or cannot be reached through no fault of the Promoter, the prize will be awarded to other entrants drawn.</li> </ul>

	<ul style="list-style-type: none"> <li>• A gift card with the amount of R16 200 will be delivered via courier to winners once delivery address has been confirmed with the winner.</li> </ul> <p>Delivery voucher prizes</p> <ul style="list-style-type: none"> <li>• Winners of the Checkers Sixty60 free delivery voucher(s) will be selected randomly by Checkers every second week.</li> <li>• Vouchers will be loaded on to the winners Checker Sixty60 app.</li> </ul>
<p><b>Data Usage and Privacy Policy</b></p>	<p>Participants in the Competition understand and agree that, in order to offer the Competition, we may collect and use personal information about participants. This personal information may include participants', first name, last name, email address, mobile number and in certain instances your image. Personal data, which participants provide when they enter the Competition, may, subject to prevailing law, be used for future related marketing activity, unless you notify us that you wish to opt out of receiving such marketing communications. We will treat your information in total confidence and will not sell, share (unless required in terms of this Competition) or rent this information to any other third parties. We may disclose information if required to do so by law or if it is required to protect the safety, rights or property of FNB, our members, customers or the public.</p>

**General**

- No correspondence will be entered into regarding either this Competition or these Rules. In the unlikely event of a dispute, our decision shall be final. We reserve the right to amend, modify, cancel or withdraw any aspect of this Competition in our sole discretion at any time without liability. We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants in this Competition agree that we will, subject to prevailing law, have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance or from participation in this Competition. The laws of the Republic of South Africa govern this Competition. If any provision or part of these Rules is deemed void or otherwise unenforceable in law then that provision or part shall be deemed excluded and the remainder of these Rules shall remain in force. Any violation of these Rules will result in the immediate disqualification of the transgressing participant from the Competition.
- If required as a result of changes in legislation or if deemed necessary for any other reason, the Bank reserves the right to terminate this competition immediately. In the event of such termination, all participants agree to waive any rights that they may have in terms of this competition and acknowledge that they will have no recourse against the Bank, Visa, their agents and/or promoters.
- The promoter reserves the right to cancel or amend the promotion and these terms and conditions in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the promotion will be notified to entrants as soon as possible by the promoter. We will not be held liable for any misrepresentation caused due to a copy error, typing error and/or omission that may occur on any of our competition material.
- Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for the purpose of this competition. Competition Participants might be asked to participate in Social media advertising, including but not limited to

Twitter, Instagram and Facebook by means of high-quality photos that will be displayed on FNB's social media pages as well as in FNB Branches. Please note that participation shall not entitle you to remuneration. Participants reserve the right to refuse such participation. If you agree to participate in Public Relations activities, you consent to the use of your image for such purposes and you agree that you will not be entitled to any remuneration for the use of your image.

- We will not be held liable for any misrepresentation caused due to a copy error, typing error and/or omission that may occur on any of our competition material.
- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any reward.
- The reward may not be sold or given to someone else.
- The reward cannot be swapped for a different type of reward.
- You are responsible for the tax associated with using or accepting any reward.
- You may not attempt to do anything to change the outcome of the Competition in any way.
- The promoter(s) decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the promoter(s).
- The promoter(s) have the right to end this Competition at any time. If this happens you agree to waive (give up) any rights that you may have about this Competition and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the Competition. The promoter(s) can change the rules of the Competition throughout the duration of the Competition. For convenience, only, the date on which these rules were last amended will be shown below the heading. It is your responsibility to check the rules for amendments.
- The clauses in these rules are severable. This means that if any clause in these rules is found to be unlawful, it will be removed and the remaining clauses will still apply.

	<ul style="list-style-type: none"> <li>▪ Where any dates or times need to be calculated in terms of this agreement, the international standard time: GMT plus two hours will be used.</li> <li>▪ While the promoter(s) may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, or waive certain requirements, the promoter(s) can still insist on the strict application of any or all of its rights at a later stage. You must not assume that this means that the rules have been changed or that it no longer applies to you.</li> <li>▪ You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg.</li> <li>▪ This Competition and its rules will be governed by the law of the Republic of South Africa regardless of where you live or work, or where or how you enter.</li> </ul>
<p><b>Tax Implications</b></p>	<p><b>IMPORTANT NOTICE: TAX IMPLICATIONS</b></p> <p>We strongly recommend that You obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prize/s, awards and eBucks rewards obtained in respect of this incentive.</p> <p>You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and eBucks rewards due to You for participating in this incentive.</p> <p>You agree that You will not hold Us, FNB or FirstRand Bank Limited ("the Bank") liable and You hereby fully indemnify the Bank, and hold the Bank completely harmless, against all damages, claims and fines made against You or the Bank, including all legal costs on an attorney-and-own-client scale, to the extent to which such damages, claims and fines arise out of or are connected to any taxation relating to Your receipt, transfer or spend of any prize/s, awards and eBucks rewards or the charges in respect thereof.</p>
<p><b>Rule Amendments</b></p>	<ul style="list-style-type: none"> <li>• These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules.</li> </ul>

	<ul style="list-style-type: none"> <li>• FirstRand Bank Limited reserves the right to extend the competition by amending these competition rules. Notice of this will be posted in these rules.</li> </ul>
<b>Questions about these rules</b>	Email us on <a href="mailto:comments@mailfnb.co.za">comments@mailfnb.co.za</a>

**IMPORTANT**

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Competition rules. This means you agree to reimburse the promoter(s) for the following: any loss or damage they suffer, any expenses and costs they paid or are responsible for. Legal costs mean costs on an attorney and own client scale.
- You also agree to indemnify the promoter(s) for any loss or damage you suffered because you took part in this Competition. This means that you cannot hold the promoter(s) legally responsible for any loss or damage or legal expenses you suffered because you took part in this Competition.
- You will protect the promoter(s) from being held legally responsible for the loss or damage or legal expenses of another person (legal or natural) if such loss or damage or expense was incurred because you: a) breached the Competition rules or b) took part in this Competition.