

FNB eBucks Black and Decker

Competition Rules

Date these rules were first published: 01 September 2020

Date these rules were last changed: N/A

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 prize, 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 by these Competition rules.

Competition Name:	FNB-eBucks Black + Decker competition
Promoter(s) Name(s):	This competition is run by FNB-eBucks, a business unit within First National Bank, a division of FirstRand Bank Limited (Registration No. 1929/001225/06 ("eBucks")). An Authorised Financial service and Registered Credit provider. Having its principal place of business at 10th Floor, FNB Place, First National Bank, Bank City, 30 Diagonal Street, Johannesburg, Gauteng, South Africa, 2000. The person responsible for conducting the promotional competition on behalf of eBucks is Lineo Mokoteli a Relationship Manager at eBucks. 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".
How to enter?	<ul style="list-style-type: none">• This competition is open to all valid FNB & RMB PB Visa Credit, Cheque and Fusion Cardholders this includes Gold, Premier, Private Clients and Private Wealth Cardholders who reside in South Africa and are over the age of 18 years.• To qualify for the competition, all you need to do is Spend R349 or more at the eBucks shop in the Black + Decker category with your qualifying FNB/RMB PB card or your eBucks to get an automatic entry between 1 September 2020 and 30 September 2020.• Only accounts in good standing will be considered for the prize draw.• There are no entry fees.• If however you return the product(s) before the draw date purchased and your overall spend becomes less than R349, your entry will be invalid and will be withdrawn from the Competition.• FNB is not responsible for any lost, corrupted or delayed entries and these will be deemed invalid.• FNB reserves the right to disqualify anyone in breach of these Rules.
The prizes	<ul style="list-style-type: none">• The prize is R40 000 in Black + Decker prizes• There will be one grand prize winner of an array of Black + Decker products including, home, garden and DIY products. Prizes to be won include but are not limited to:<ul style="list-style-type: none">3.6V Screwdriver MPP screwdriver530W Single Speed BlowerHeat Gun 1750w900W 115mm Small Angle GrinderBLACK+DECKER 5 in 1 Food Processor - 750WBLACK+DECKER 1.8L 700 W Rice and Pasta CookerBLACK+DECKER 1600W Pressure WasherBLACK+DECKER 18V POWERCOMMAND Boost Blower Bare UnitBLACK+DECKER 28cm 18V Lithium-ion 3-in-1 Strimmer Grass TrimmerBLACK+DECKER 18V 45Cm Anti-Jam Hedge Trimmer No Battery• The prize is not redeemable for cash and is not transferable to any person other than the drawn winner.

Entries open:	Entries open on 01 September 2020 at 8:00am
Entries close:	Entries close on 30 September 2020 at 11:59:59 pm. The promoter(s) reserve the right to extend the Competition by amending these Competition rules.
Is there a limit on the number of times you can enter?	There is no limit on the number of entries. Every separate purchase of Black + Decker products from the eBucks shop to the value of at least R349 will count as an entry into the draw.
Winner announced on:	The winner will be announced in the week commencing 19 October 2020
Eligibility: Who qualifies to take part?	This Competition is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older at the time of entry and is a member of the eBucks Rewards Programme. excluding the categories of people listed below who cannot take part.
Who cannot take part?	The following persons may not take part in this Competition, will be disqualified if they do and will forfeit any prizes that may have been awarded to them: <ul style="list-style-type: none"> a) Any employee of the promoter(s). b) Any director, member, partner, agent of, or consultant of the promoter(s). c) Any other person who directly or indirectly controls the promoter(s). d) Any supplier of goods and services in connection with this Competition. e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above
How will winner(s) be chosen?	A random draw will take place on or about 19 October 2020 to determine the winner. The random entry drawn will be checked to establish whether it meets the Competition qualifying and eligibility criteria. The random draw will be overseen by the Legal, Risk & Compliance team. The winner will be drawn from the transactional sales data for the Competition period. 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. The random entry drawn will be checked to establish whether it meets the Competition qualifying criteria and if so that entry will be the prize winner, subject to us being able to contact such winner within 48 (forty-eight) hours of the draw taking place. 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.
How will winner(s) names be announced?	The prize winner will be notified by telephone in the week commencing 19 October 2020 and If the prize winner cannot accept the prize for any reason whatsoever and if the winner cannot be reached in 2 business days through no fault of the Promoter, the Prize will be awarded to the entrant who was drawn second.
How will winners receive the Prizes?	<ul style="list-style-type: none"> • The prize is R40 000 in Black + Decker prizes. • The prize will be delivered to the winner's selected address where they received their initial qualifying purchase. • Delivery will take place within 30 days from the date the winner is announced.
Data Usage and Privacy Policy	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 a participant's 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 eBucks marketing activity, unless you notify eBucks that you wish to opt out of receiving such marketing

	<p>communications. We will treat your information in total confidence and will not sell, share 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 eBucks, our members, customers or the public.</p>
Tax Implications	<p>IMPORTANT NOTICE: TAX IMPLICATIONS</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. 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>
General	<p>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 notice or 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, misuse or use of a prize, 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.</p> <p>Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for the purpose of this competition. Winners of the competition 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. Participants and winners reserve the right to refuse such participation.</p> <p>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.</p>
Rule Amendments	<p>These Rules cannot be modified or superseded except by FNB, in its reasonable discretion, in a written revision to these Rules posted on the FNB website and, at FNB' sole discretion, using other potential official Competition communication methods reasonably calculated to reach a majority of potential participants. A copy of these Rules can be found on the FNB website.</p>

IMPORTANT

- You agree to indemnify the promoters fully for any loss or damage the promoters may suffer because you breached the Competition rules. This means you agree to reimburse the promoters for the following: any loss or damage they suffer, any expenses and costs they paid or are responsible for. Legal costs means costs on an attorney and own client scale.
- You also agree to indemnify the promoters for any loss or damage you suffered because you took part in this Competition or used the prize. If you enter yourself, or use or accept the prize, you understand that you do so of your own free will. This means that you cannot hold the promoters legally responsible for any loss or damage or legal expenses you suffered because you took part in this Competition or used the prize.

- You will protect the promoters 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 b) took part in this Competition or c) and such person used a prize.

GENERAL RULES

- The prizes may not be sold or given to someone else.
- The prizes cannot be swapped for cash or a different prize.
- You are responsible for the tax associated with using or accepting any prize.
- You may not attempt to do anything to change the outcome of the Competition in any way.
- The judges' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- 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 in relation to this Competition and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to vary, postpone, suspend or cancel the Competition. and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time. 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.
- 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.
- 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.
- You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- 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.
- Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. The promoters, will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not
- To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefor, and the promoters will not increase the value of the prize/s to compensate for such charges.
- In the event of a dispute, the decision of the Competition judges and/or the promoters will be final and binding and no correspondence will be entered into.