

Sorted Campaign: Gifting Week

Arthur Kaplan: Discounted Gifting Offers

CAMPAIGN RULES

Date these rules were first published: 19 November 2018

Date these rules were last changed: None

Read these campaign rules carefully. These campaign rules ("rules") explain your rights and duties in connection with this campaign. If you take part in this campaign and/or accept any discount, 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 campaign rules.

Campaign Name:	Arthur Kaplan: Discounted Gifting Offers
Promoter(s) Name(s):	This campaign is run by FNB-eBucks, a business unit within FirstRand Bank Limited Registration No. 1929/001225/06 ("eBucks"), having its principal place of business at 10th Floor, FNB Place, First National Bank, Bank City, 30 Diagonal Street, Johannesburg, Gauteng, South Africa, 2000, in collaboration with NetFlorist. The person responsible for conducting the promotional campaign on behalf of eBucks is Thabo Khoele a Partner Growth 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".
The Offer:	eBucks Members who purchase selected diamonds in any Arthur Kaplan stores between 19 November 2018 and 22 November 2018 using their FNB Card (cheque or credit) or RMB Private Bank card (cheque or credit), eBucks or a combination of both, will qualify for: <ul style="list-style-type: none"> • 50% off selected diamonds. <p>The promoters reserve the right to substitute the discounted item with other items of equal or greater value. Income or other taxes relating to the discount, if any, are the sole responsibility of the participants.</p>
Campaign opens:	The Campaign starts on 19 November 2018 at 7:59 am.
Campaign closes:	The Campaign ends on 24 December 2018 2018 at 11:59 pm. The promoter(s) reserve the right to extend the campaign by amending these campaign rules.
Eligibility: Who qualifies to take part?	This campaign 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.
How to participate?	By purchasing selected diamonds in any Arthur Kaplan store using a FNB Card (credit or cheque) or RMB Private Bank Card (credit or cheque), eBucks or a combination of both, taking the below into account: <ul style="list-style-type: none"> - Only valid while stocks last. - Valid until 24 December 2018. - Offer not valid for gift voucher purchases, insurance claims or in conjunction with any other promotional offer.

	<ul style="list-style-type: none"> - Customers can earn and spend eBucks on discounted items. - No keep asides or Lay-byes accepted.
Products to which the Discount is Applicable (“discounted item”):	The promotion only applies to a selected range of diamonds in Arthur Kaplan Stores.
Is there a limit on the number of times you can use the discount voucher?	It is limited to 1 per customer.
Data Usage and Privacy Policy	Participants in the campaign understand and agree that, in order to offer the Campaign, eBucks 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 campaign, 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 communications. eBucks will treat your information in total confidence and will not sell, share or rent this information to any other third parties. eBucks may disclose information if required to do so by law or if it is required to protect the safety, rights or property of the eBucks, our members, customers or the public.
General	No correspondence will be entered into regarding either this campaign or these rules. In the unlikely event of a dispute, eBucks’ decision shall be final. eBucks reserves the right to amend, modify, cancel or withdraw any aspect of this Campaign in its sole discretion at any time without notice or liability. eBucks 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 campaign agree that eBucks 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 code, or from participation in this campaign. The laws of the Republic of South Africa govern this campaign. 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 campaign.
Rule Amendments	These rules cannot be modified or superseded except by eBucks, in its reasonable discretion, in a written revision to these rules posted on the eBucks website (https://www.ebucks.com/web/eBucks/legal/termsandconditions) and, at eBucks sole discretion, using other potential official campaign communication methods reasonably calculated to reach a majority of potential participants. A copy of these rules can be found on the eBucks website at https://www.ebucks.com/web/eBucks/legal/termsandconditions).
Questions about these rules	Email us on: Thabo.khoele@eBucks.com

IMPORTANT

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the campaign 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 means 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 campaign or used the code. If you enter yourself, or use or accept the code, you understand that you do so of your own free will. 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 campaign or used the code.
- 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 campaign rules b) took part in this campaign or c) and such person used the discount code.

GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any discount(s).
- Unless we say otherwise you must be at least 18 to enter.
- The discount code may not be sold or given to someone else.
- You are responsible for the tax associated with using or accepting any discount.
- You may not attempt to do anything to change the outcome of the campaign 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 campaign at any time. If this happens you agree to waive (give up) any rights that you may have about this campaign and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the campaign. The promoter(s) can change the rules of the campaign throughout the duration of the campaign. 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 campaign 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.