

## FNB Offers & Engen - Get R100 back in eBucks

### CAMPAIGN RULES

**Date these rules were first published: 1 November 2018**

**Date these rules were last changed: None**

Read these campaign rules carefully. These campaign 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.

<b>Campaign Name:</b>	FNB Offers & Engen: Get R100 back in eBucks when you spend R1000 on your Credit Card at Engen fuel stations.
<b>Promoter(s) Name(s):</b>	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 Engen. The person responsible for conducting the promotional campaign on behalf of eBucks is Chantel Borges, a Customer 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".
<b>The Campaign:</b>	Qualifying eBucks Members who fill up with fuel at Engen Fuel Stations on their FNB Credit Card between 1 November 2018 and 30 November 2018, will qualify for R100 back in eBucks. A minimum spend of R1000 is required to qualify for the 1000 eBucks.  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.
<b>Campaign opens:</b>	The Campaign starts on 1 November 2018 at 11:59:59 pm.
<b>Campaign closes:</b>	The Campaign ends on 30 November 2018 at 11:59:59pm. The promoter(s) reserve the right to extend the campaign by amending these campaign rules.
<b>Eligibility: Who qualifies to take part?</b>	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 Gold Credit Card account holder. Customers will be selected to participate in the Campaign based on their individual profile meeting the minimum required criteria for the campaign, including, but not limited to, being a member of the eBucks rewards program, having an account which is in good standing and must have been KYC'd by FNB.
<b>How to participate?</b>	Customers will be randomly selected to participate in this Engen campaign, and will receive either an SMS, email or App notification requesting them to swipe their FNB Credit Cards at Engen fuel stations to qualify for the reward. To receive the applicable voucher, customers must swipe their FNB Credit Card for a minimum of R1000 between 1 November and 30 November 2018.
<b>Is there a limit on the number of times you can get a reward?</b>	The offer is limited to 1 voucher for a once off or cumulative R1000 spend at Engen fuel stations.
<b>Terms and Conditions</b>	<ul style="list-style-type: none"> <li>The customer will receive a once-off reward of 1000 eBucks following the successful swipe of R1000 on their FNB Credit Card at an Engen fuel station.</li> <li>To qualify for the reward, the FNB Credit Card must be swiped between 1 November and 30 November 2018.</li> <li>The eBucks will be deposited into your eBucks account within two weeks of having complied with the qualifying behaviour and the FNB Credit Card has been swiped and can be detected by Us.</li> </ul>
<b>Data Usage and Privacy Policy</b>	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.
<b>General</b>	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.
<b>Rule Amendments</b>	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 ( <a href="https://www.ebucks.com/web/eBucks/legal/termsandconditions">https://www.ebucks.com/web/eBucks/legal/termsandconditions</a> ) 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 <a href="https://www.ebucks.com/web/eBucks/legal/termsandconditions">https://www.ebucks.com/web/eBucks/legal/termsandconditions</a> .

#### **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 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 reward(s).
- Unless we say otherwise you must be at least 18 to enter.
- 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.