

## FNB Day and Takealot

### CAMPAIGN RULES

**Date these rules were first published: 15 August 2022**

**Date these rules were last changed: 17 August 2022**

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 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 Campaign rules.

<b>Campaign Name:</b>	Takealot FNB Day
<b>Promoter(s) Name(s):</b>	This Campaign 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 services and Registered Credit provider having its principal place of business at 7 Merchant Place, 1 <sup>st</sup> Floor, 9 Fredman Drive, Sandton, Gauteng, South Africa, 2000, in collaboration with Takealot. The person responsible for conducting the promotional campaign on behalf of eBucks is Patricia Sishi, a Partner Growth Manager at FNB-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>	Customers can earn up to 15% back in eBucks (depending on their reward level) on Daily Deals products with Takealot on FNB Day.
<b>How to participate/enter?</b>	<p>Use your qualifying FNB/RMB Private Bank cards (Retail or Commercial) on the Takealot platform during the campaign days to purchase any products from the Daily Deals category and earn up to 15% back in eBucks on qualifying orders. At checkout select “Earn eBucks” and insert your ID number to qualify.</p> <p>Your qualifying earn will be allocated to the personal eBucks account linked to the ID number provided. Where no personal eBucks account exists, the qualifying earn will be paid out to one of the business eBucks accounts linked to the ID number provided.</p> <p>Your percentage earned back in eBucks is dependent on your eBucks reward level. Partner eBucks earn rules apply to the campaign.</p>
<b>Products to which the campaign is Applicable:</b>	<ul style="list-style-type: none"><li>• All products in the Daily Deals category on the Takealot platform on FNB Day.</li><li>• Any non-campaign product/s purchased in combination, within the same basket, with Takealot FNB Day products will not qualify for any earn.</li><li>• eBucks earned on Daily Deals products on FNB Day will be allocated in the following month.</li></ul>
<b>Campaign period:</b>	<p>The Campaign will run on the following days:</p> <ul style="list-style-type: none"><li>• 15<sup>th</sup> August 2022</li><li>• 15<sup>th</sup> September 2022</li><li>• 15<sup>th</sup> October 2022</li></ul> <p>The promoter(s) reserve the right to extend the Campaign by amending these rules.</p>
<b>Is there a limit on the number of times a customer can participate?</b>	The amount on which you earn eBucks on the Takealot FNB Day Daily Deals products is limited to a total Rand spend of R5000.00 (Five Thousand Rands) per campaign day.

<p><b>Eligibility: Who qualifies to take part?</b></p>	<p>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, has an FNB/RMB Private Bank transactional account and is a member of the eBucks Rewards Programme.</p> <p>This Campaign is further open to any juristic persons in the Republic of South Africa at the time of entry with an FNB Gold Business, FNB Platinum Business, FNB Enterprise Business, FNB Healthcare &amp; Private Business, RMB Private Bank Business transactional account and is a member of the eBucks Rewards Programme. Transacting person must have legal authority to transact on the account.</p>
<p><b>Data Usage and Privacy Policy</b></p>	<p>Participants in the Campaign understand and agree that in order to offer the Campaign, 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, 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. 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>
<p><b>General</b></p>	<p>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. 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. Participants may be invited to participate in Public Relations activities and other marketing and social media advertising initiatives as organized by FNB as a result of this Campaign however, participants 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 Campaign material.</p>
<p><b>Rule Amendments</b></p>	<p>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>.</p>
<p><b>Contact for Enquiries</b></p>	<p>Patricia.sishi@ebucks.co.za</p>

**IMPORTANT**

- You agree to indemnify the promoters fully for any loss or damage the promoters may suffer because you breached the Campaign 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 Campaign 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 Campaign 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 Campaign rules b) took part in this Campaign or c) and such person used a prize.

#### **GENERAL RULES**

- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any prize(s).
- You may not attempt to do anything to change the outcome of the Campaign in any way.
- 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.