

# FNB Offers “Take up a loan” Pilot - Easy

## PILOT RULES

**Date these rules were first published: 17 May 2018**

**Date these rules were last changed:**

Read these Pilot rules carefully. These Pilot rules (“rules”) explain your rights and duties in connection with this Pilot. If you take part in this Pilot 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 these Pilot rules.

<b>Pilot Name:</b>	FNB Offers “Take Up a Loan” Pilot
<b>Promoter(s) Name(s):</b>	This Pilot is run by FNB-eBucks (“eBucks”), a division of FirstRand Bank Limited with Reg. No. <b>1929/001225/06</b> having its principal place of business at FNB Place, 30 Diagonal Street, Johannesburg. The person responsible for conducting the promotional Pilot on behalf of eBucks is Cezanne Samuel, Head of FNB Offers. In these rules, we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants and winners as “you”.
<b>The Pilot:</b>	FNB Easy account holders who take up a personal loan from FNB between 16 May and 31 July 2018, will qualify to receive a Shoprite Checkers voucher.
<b>Pilot opens:</b>	The Pilot starts on 16 May 2018 at 23:59:59pm.
<b>Pilot closes:</b>	The Pilot will continue until 31 July 2018 11:59:59pm. The promoter(s) reserve the right to extend the Pilot by amending these Pilot rules. Notice of this will be posted in these rules.
<b>Eligibility: Who qualifies to take part?</b>	This Pilot 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 an FNB Easy account holder.
<b>How to participate?</b>	Customers <b>will be randomly selected to participate</b> in the Pilot, and will receive either an SMS, email or App notification informing them about the campaign. They must then take up a personal loan from FNB in order to qualify for the voucher. To receive the applicable voucher, customers must take up a personal loan, <b>between 17 May and 31 July 2018</b> .
<b>Pilot Terms and Conditions</b>	<ul style="list-style-type: none"> <li>• The customer will receive a once-off reward of a Shoprite Checkers voucher.</li> <li>• To qualify for the reward, the product must have been taken up <b>between 17 May and 31 July 2018</b>, and the required debit order(s) for the product must be deducted and cleared from the account <b>on or before 31 July 2018</b>.</li> <li>• The voucher will be awarded to you once you have complied with the qualifying behavior.</li> </ul>
<b>Voucher Terms of Use</b>	<ul style="list-style-type: none"> <li>• The vouchers may only be used once to the full value purchased. No change will be given if the value of the purchase for which the voucher is used is less than the value of the voucher.</li> <li>• Your voucher can be redeemed at any participating Shoprite Usave, Shoprite &amp; Checkers stores only. Please visit the Shoprite/Checkers website to find your nearest store.</li> <li>• FNB reserves the right to cancel a voucher, should we suspect any fraudulent activity has occurred.</li> <li>• Your voucher is valid until 31 October 2018.</li> <li>• Vouchers cannot be exchanged for cash or for other vouchers of any kind.</li> </ul>

	<ul style="list-style-type: none"> <li>• Should your virtual voucher be lost or stolen, neither FNB, the Retailer nor its agents will be liable for any reimbursement of any kind.</li> <li>• Voucher system downtime occurs from time to time and neither FNB, retailer nor its agents will be held liable for any unforeseeable system breakdowns.</li> </ul>
<b>Data Usage and Privacy Policy</b>	<p>Participants in the Pilot understand and agree that, in order to offer the Pilot, 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 Pilot, 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 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>
<b>General</b>	<p>No correspondence will be entered into regarding either this Pilot 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 Pilot 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 Pilot 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 Pilot. The laws of the Republic of South Africa govern this Pilot. 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 Pilot.</p>
<b>Rule Amendments</b>	<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 Pilot 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>
<b>Questions about these rules</b>	<p>Email us on <a href="mailto:info@ebucks.com">info@ebucks.com</a></p>

### **IMPORTANT**

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Pilot 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 Pilot. 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 Pilot.
- 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 Pilot rules or b) took part in this Pilot.

### **GENERAL RULES**

- 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 Pilot 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 Pilot at any time. If this happens you agree to waive (give up) any rights that you may have about this Pilot and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the Pilot. The promoter(s) can change the rules of the Pilot throughout the duration of the Pilot. 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 Place, 10<sup>th</sup> Floor, 30 Diagonal Street, Johannesburg.
- This Pilot 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.