

## FNB Offers “DIGITAL FINANCIAL TRANSACTION”- Campaign

### CAMPAIGN RULES

**Date these rules were first published: 01 November 2018**

**Date these rules were last changed:**

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 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 Campaign rules.

<b>Campaign Name:</b>	FNB Offers <b>digital financial transaction</b> – Campaign
<b>Promoter(s) Name(s):</b>	This Campaign 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 Campaign 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 Campaign:</b>	<b>The customer performs a financial transaction on the FNB App, cellphone banking platform or online using their FNB PREMIER CHEQUE, FNB PRIVATE CLIENTS or FNB PRIVATE WEALTH/RMB Private Bank account and will be rewarded with a Checkers voucher.</b>
<b>Campaign start date:</b>	01 November 2018.
<b>Campaign closes:</b>	30 November 2018.  The Campaign will continue as per the date specified in the marketing communication from FNB. The promoter(s) reserve the right to extend the Campaign by amending these Campaign rules. Notice of this will be posted in these 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 an <b>FNB PREMIER CHEQUE, FNB PRIVATE WEALTH/RMB Private Bank or FNB PRIVATE CLIENTS CHEQUE</b> 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 and will receive either an SMS, email or App notification requesting them to <b>perform a financial transaction on a digital channel using their FNB PREMIER/PRIVATE CLIENTS/PRIVATE WEALTH/RMB Private Bank accounts.</b>
<b>How to participate?</b>	To receive the applicable voucher, customers must <b>perform the digital financial transaction between 01 November 2018 and 30 November 2018 on the FNB App, online or on the cellphone banking platform. NB: customers are selected to participate solely at FNB-eBucks’ discretion.</b>  <b><u>The accounts will be awarded vouchers in terms of the following segments:</u></b>  <b>FNB PREMIER CHEQUE will be rewarded with a Checkers voucher worth R150</b> <b>FNB PRIVATE CLIENTS will be rewarded with a Checkers voucher worth R200.</b> <b>FNB PRIVATE WEALTH/RMB Private Bank will be rewarded with a Checkers voucher worth R200.</b>
<b>Campaign Terms and Conditions</b>	<ul style="list-style-type: none"> <li>• The customer will receive a once-off reward of a Checkers voucher following their completion of the digital financial transaction using their FNB respective accounts.</li> <li>• To qualify for the reward, the digital financial transaction must be completed within 01 November 2018 and 30 November 2018.</li> <li>• The voucher will be awarded to you within 14 working days of having complied with the qualifying behavior and it is detected by Us.</li> </ul>

<b>Terms of Use</b>	<ul style="list-style-type: none"> <li>• The voucher 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>• FNB reserves the right to cancel vouchers should we suspect any fraudulent activity has occurred.</li> <li>• Your voucher is valid as per the date specified on the reward voucher.</li> <li>• Vouchers cannot be exchanged for cash or for other reward of any kind.</li> <li>• Should your virtual voucher be lost or stolen, neither FNB, 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, the retailer nor its agents will be held liable for any unforeseeable system breakdowns.</li> <li>• Vouchers cannot be redeemed at USave, Medirite Pharmacies or at a Money Market counter.</li> </ul>
<b>Tax Implications</b>	<p style="text-align: center;"><b>IMPORTANT NOTICE: TAX IMPLICATIONS</b></p> <p><b>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.</b></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.</p> <p>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>
<b>Data Usage and Privacy Policy</b>	<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 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 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 Campaign 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 Campaign 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 Campaign 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 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.</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 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>
<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 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 mean 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. 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.
- 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 or b) took part in this Campaign.

### **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 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 Place, 10<sup>th</sup> Floor, 30 Diagonal Street, Johannesburg.
- 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.