

# FNB and eBucks Holidays Campaigns

## CAMPAIGN RULES

**Date these rules are applicable: 12 March 2018 – 8 April 2018**

**Date these rules were first published: 12 March 2018**

**Date these rules were last changed: 26 March 2018**

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, 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>Competition Name:</b>	FNB and eBucks Holidays Campaigns
<b>Promoter(s) Name(s):</b>	This campaign is run by FNB-eBucks Rewards, 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 FNB and/or RMB Private Bank Credit Card and FNB/RMB Cheque. 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 Offers:</b>	FNB and/or RMB Private Bank and eBucks will be hosting various deals over the campaign period, the details of which will be available on <a href="http://www.ebucks.com">www.ebucks.com</a> . The duration and specifics of each campaign will be contained in each deal’s promotional information as listed on the offer on the eBucks website.
<b>Campaign opens:</b>	The campaigns start on <b>12 March 2018</b> at 8:00am
<b>Campaign Closes:</b>	The Campaigns will continue until <b>8 April 2018 11:59:59pm</b> . 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 as well as legal entities duly incorporated in accordance with the company laws of the Republic of South Africa and who are members of the eBucks Rewards Programme and who are customers of FNB/RMB Private Bank.
<b>How to participate?</b>	eBucks members will be able to use the campaign banners on <a href="http://www.ebucks.com">www.ebucks.com</a> and will also receive campaign mailers, SMSes and push notifications via the FNB/RMB Private Banking App relating to the deals in terms of which they will be directed to the campaign banners on <a href="http://www.ebucks.com">www.ebucks.com</a> .
<b>Data Usage and Privacy Policy</b>	Participants in the Competition understand and agree that in order to offer the Competition, 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 when they enter the Competition, 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.
<b>General</b>	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

	<p>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, misuse or use of a prize, 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> <p>If required as a result of changes in legislation or if deemed necessary for any other reason, the Bank reserves the right to terminate this campaign immediately and without notice. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against the Bank, Visa, their agents and/or promoters.</p> <p>The promoter reserves the right to cancel or amend the promotion and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the promotion will be notified to entrants as soon as possible by the promoter. 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>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 Competition 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>Questions about these rules</b></p>	<p>Email us on: <a href="mailto:info@ebucks.com">info@ebucks.com</a>.</p>

**IMPORTANT**

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

## GENERAL RULES

- If the promoter(s) are not able to get hold of you as set out above in the Competition rules, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
- Unless we say otherwise you must be at least 18 to enter.
- The prizes may not be sold or given to someone else.
- The prizes cannot be swapped for cash or a different prize.
- You are responsible for the tax associated with using or accepting any prize.
- You may not attempt to do anything to change the outcome of the Competition in any way.
- The judges' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- The promoter(s) have the right to end this Competition at any time. If this happens you agree to waive (give up) any rights that you may have in relation to this Competition and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to vary, postpone, suspend or cancel the Competition. and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time. The promoter(s) can change the rules of the Competition throughout the duration of the Competition. 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 Competition 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.
- Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. The promoters, will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not
- To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefor, and the promoters will not increase the value of the prize/s to compensate for such charges.
- In the event of a dispute, the decision of the Competition judges and/or the promoters will be final and binding and no correspondence will be entered into.