

Fitbit and Garmin FNB Tap n Pay eBucks and Connect Promotion

Terms and Conditions

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

Date these rules were updated **15 February 2019**

Read these competition rules carefully. These competition rules (“rules”) explain your rights and duties in connection with this competition.

If you take part in this competition or accept any prize, these rules will apply to you and you agree that the promoter(s) can assume that you have read and have agreed to be legally bound by these competition rules.

Competition Name:	FNB Tap n Pay eBucks and Connect Promotion
Promoter(s) Name(s):	<p>This competition is run by FNB Connect & Service Provider and eBucks business units within First National Bank, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 (“FNB”).</p> <p>In these rules we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”.</p> <p>We will refer to participants and winners as “you” or “the customer”.</p>
Competition Period	<p>This competition shall commence at 00:00am on the 1st of October 2018 and terminate at 23:59pm on the 31 March 2019 (“Competition Period”).</p> <p>The promoter(s) reserve the right to shorten or extend the competition. Notice of this will be posted in these rules. Should the competition be extended for any reason the new dates will be published on www.fnb.co.za and www.ebucks.co.za</p>
Participation and Qualifying Criteria	<p>General rules for Participation and Qualification.</p> <ul style="list-style-type: none"> ▪ <i>Purchases paid for using FNB eWallet and Easy accounts do NOT qualify for entry into the Competition.</i> ▪ Customers may buy Tap n Pay enabled Garmin or Fitbit fitness watch for themselves or another person during the promotional period. However, the prize will be awarded to the FNB customer from whose account the purchase(s) were made from. ▪ Where customers reverse the payment for qualifying products purchased during the Competition Period, those purchase(s) will be disqualified from entry into the Competition. ▪ If the purchase is not processed or is returned on delivery for any reason, the purchase will not be entered into the Competition. ▪ Customer account must be in good standing. ▪ Customer payment plan with FNB Connect must be in good standing. ▪ Buy a Tap n Pay enabled Garmin or Fitbit fitness watch from FNB Connect online store or Connect Call Centre or eBucks shop, ▪ Purchase must be a single purchase of Tap n Pay enabled Garmin or Fitbit fitness watch of any value, and ▪ Purchase must either be on a 24-monthly payment term from FNB Connect or once-off payment from eBucks shop as per eBucks payment criteria. ▪ Purchases from the eBucks shop qualifies for the eBucks draws. ▪ Purchases from FNB Connect online store or Connect Call Centre qualifies for the Connect draws. <p>*For the purposes of this Competition, FNB electronic channels include the following:</p> <ul style="list-style-type: none"> ▪ FNB Online Banking ▪ FNB APP <p>*For the purposes of this Competition, Qualifying South African FNB cheque and credit card accounts include the following:</p> <ul style="list-style-type: none"> ▪ FNB Gold Cheque and Gold Credit Card

	<ul style="list-style-type: none"> ▪ FNB Premier Cheque and Gold Credit Card ▪ FNB Private Clients Account and Credit Card ▪ FNB Private Wealth Account and Credit Card ▪ FNB Business Account ▪ eBucks
How to enter?	Customers may buy Tap n Pay enabled Garmin or Fitbit fitness watch for themselves or another person during the promotional period. You will be automatically entered into prize draws.
IMPORTANT DATES AND TIMES:	
DRAWS	The competition draw for eBucks will take place on 05 April 2019, 22 winners will be chosen and announced on the same day. For FNB Connect draw dates, please refer to www.fnb.co.za .
PRIZE	<ul style="list-style-type: none"> ▪ The combined total value of prizes for the duration of the eBucks and Connect promotion is approximately R202 460 (Two hundred and two thousand, four hundred and sixty rand) ▪ Each winner shall receive one of the Tap n Pay enabled Garmin or Fitbit fitness watches. ▪ The total prize value for each draw is valued at approximately R9 998 (nine thousand nine hundred and ninety-eight rand). ▪ (FitBit Versa R3999) x 5 ▪ (Garmin Vivo Active R5999) x5 ▪ (Fitbit Iconic R 5499) x5 ▪ (Garmin forerunner 645 R5999) x 4 ▪ (Garmin Forerunner 645M R6649) x 1 ▪ There will be 20 (twenty) winners for the eBucks draw. ▪ The prize will be delivered to the delivery address that the qualifying purchase was delivered to.
Eligibility Who qualifies to take part?	Any FNB customer holding a qualifying South African FNB main banked or credit card in the following categories: Gold, Premier, Private Clients, Private Wealth, is a member of the eBucks Rewards Program as well as FNB Connect payment term arrangement for Garmin or Fitbit fitness watch qualifies for participation, unless they are automatically disqualified as described in these terms and conditions. Participants must be above the age of 18 years to qualify for entry.
Who cannot take part?	The following persons may not take part in this competition and may not win prizes even if their names are entered into the draw in error. They will forfeit (give up) any prizes that may have been awarded to them: <ul style="list-style-type: none"> a) Any employee of the promoter(s). b) Any director, member, partner, agent of, or consultant of the promoter(s). c) Any other person who directly or indirectly controls the promoter(s). d) Any supplier of goods and services in connection with this competition. e) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. This means that even if you were allowed to take part in the competition because you met all the other criteria, FNB has the right to withhold a prize from you. "Good standing" means that none of your FNB and FirstRand Bank accounts and credit agreements are overdrawn, or in arrears, or in default, or are subject to any legal process with FNB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank. Legal process includes, but is not limited to collection, liquidation and sequestration proceedings. Legal process does not include debt reviews allowed under S86 of the National Credit Act 2005".

	f) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, d or e above.
Is there a limit on the number of times you can enter?	<ul style="list-style-type: none"> ▪ Customers can make as many purchases as they like, and each purchase will qualify as an entry. The number of purchases made may increase your chances of winning. ▪ Where a name is drawn and that named person receives a prize, that named person will not qualify for participation for the remaining Competition Period. Should the named person be drawn on more than one draw, the Promoters reserve the right to disqualify that entry, and draw an alternative winner.
How will winner(s) be chosen?	All winners will be selected randomly by an electronically generated draw which shall take place in the presence of a Risk and/or Legal & Compliance officer.
How will the winners be notified and announced?	<ul style="list-style-type: none"> ▪ an FNB representative will notify the winners by telephone on 05 April 2019. <p>Note: Where the FNB representative cannot reach you telephonically on the numbers you have provided, after the 3rd (third) attempt, you will forfeit (give up your right to) the prize, and another name will be drawn.</p> <ul style="list-style-type: none"> ▪ Where, winners agree to participate in publicity events related to the competition, they will not be entitled to receive any payment for participating in any publicity events related to this Competition, or for participating in any media format or appearances associated with this Competition.
Questions about these rules:	Email us on Nicole.Carstens@eBucks.com for any questions or queries related to the rules or competition in general.

IMPORTANT:

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the competition rules.
- Under this entire clause “indemnify” 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 competition or used the prize. If you enter the competition, use or accept the prize, 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 competition or used the prize.
- You furthermore agree to indemnify the promoter(s) fully for any loss, damage, claim, or injury that may occur because of the use of the prize or your inability to use the prize for any reason. This includes, but is not limited to, injury, loss, death or financial damages caused to any person other than yourself.
- You therefore agree that you cannot hold the promoter(s) legally responsible for any loss or damage or legal expenses or medical expenses you suffered caused because you used the prize.
- 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:
 - o a) you breached the competition rules;
 - o b) you took part in this competition; and/or

- o c) you or any person used a prize.
- o FNB will not be held responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- o You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- o If an FNB representative is unable to get hold of you after making reasonable efforts to do so, you will lose your prize and the judges may award it to someone else.
- o If you fail to comply with any part of these rules you will be disqualified and you will forfeit any prize(s).
- o You are responsible for the tax (if any and applicable) associated with using or accepting any prize.
- o You may not attempt to do anything to change the outcome of the competition in any way.
- o The judges' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- o The promoter(s) have the right to end this competition at any time or substitute or change the prizes. If this happens you agree to waive (give up) any rights that you may have in this competition and agree that you will have no rights (legal recourse) against the promoter(s).
- o The promoter(s) reserve the right to change the rules of the competition. 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.
- o 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.
- o 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.
- o 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.
- o You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.