

# Mr D Food Campaign

## CAMPAIGN RULES

Date these rules were first published: 26 May 2020

Date these rules were last changed: N/A

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 discount, 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.

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| <b>Campaign Name:</b>  | Mr D Food: Get R60 off your First Mr D Food orders of R100 or more Campaign rules  |
| <b>Promoter(s) Name(s):</b>  | This campaign is run by FNB-eBucks, a business unit within FirstRand Bank Limited Registration No. 1929/001225/06 (“eBucks”). An Authorised Financial service and Registered Credit provider. 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 various partner as mentioned above. The person responsible for conducting the promotional campaign on behalf of eBucks is Patricia Pswarayi Partner Growth Manager at 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”.<br>eBucks Members   |
| <b>The Offers:</b>   | <p><b><u>Campaign</u></b></p> <p>This campaign offers FNB/RMB PB customers R60 off their first Mr D Food order, when they spend R100 or more on the Mr D Food app orders in South Africa, where Mr D Food is available during the campaign period.</p> <ul style="list-style-type: none"> <li>• In order to qualify for the discount, a first time MR D Food user needs to apply their coupon code: LOVEFOOD2020 at checkout</li> <li>• The coupon code has no cash value and cannot be combined with any other discounts, coupon codes or promotions.</li> <li>• Successful redemption of the coupon code is subject to the availability and acceptance of the order by the Mr D Food restaurant partner the qualifying order was placed with.</li> </ul> <p>Access to and use of the Mr D Food App will be subject to the Mr D Food’s Terms and Conditions and privacy statement applicable to all customers who use the platform.</p> |
| <b>Campaigns and Competition opens:</b>  | The campaign starts on the 01 <sup>st</sup> of June 2020 at 08:00 am.  |
| <b>Campaign and Competition closes:</b>  | The campaign ends on the 30 <sup>th</sup> of June 2020 at 11:59 pm. The promoter(s) reserve the right to extend the campaign by amending these campaign rules.   |
| <b>Eligibility:<br/>Who qualifies to take part?</b>                              | This campaign is open to any legal resident of the Republic of South Africa and is a natural person, who has an FNB/RMB PB account and has downloaded both the FNB/RMB PB and Mr D Food App and is 18 years of age or older at the time of redemption and is a member of the eBucks Rewards Programme.   |
| <b>How to participate?</b>   | <ul style="list-style-type: none"> <li>• Participants must download the Mr D Food App</li> <li>• Participants register</li> <li>• Participants place an order of R100 or more and checks out</li> <li>• On the payment screen participants enter coupon code LOVEFOOD2020</li> <li>• Participants chooses payment method and completes order</li> </ul> <p>The coupon code will only be applicable for a customer’s first order on the Mr D Food App</p>   |
| <b>Products to which the Discount is Applicable (“discounted item”):</b>         | This offer is applicable on a customer’s first Mr D order of at least R100 made through the Mr D Food app excluding delivery costs and any service costs which might be charged by Mr D Food   |
| <b>Is there a limit on the number of times you can use the discount voucher?</b> | The offer is limited to the first order on the users’ Mr D Food profile, of at least R100.   |
| <b>Data Usage and Privacy Policy</b>   | Participants in the campaign and competition understand and agree that, in order to offer the campaign, eBucks 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 eBucks marketing  |

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|                                    | <p>activity, unless you notify eBucks that you wish to opt out of receiving such marketing communications. eBucks will treat your information in total confidence and will not sell, share or rent this information to any other third parties. eBucks may disclose information if required to do so by law or if it is required to protect the safety, rights or property of the eBucks, our members, customers or the public.</p>   |
| <b>General</b>                     | <p>No correspondence will be entered into regarding 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 and competition 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. Participants in this campaign agree that eBucks 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 code, or from participation in these campaigns and competitions. The laws of the Republic of South Africa govern these campaigns and competition. 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 campaigns and competition. System downtime occurs from time to time and neither FNB, the retailer nor its agents will be held liable for any unforeseeable system breakdowns.</p> |
| <b>Tax Implications</b>            | <p><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>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:patricia.pswarayi@ebucks.com">patricia.pswarayi@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 or used the code. If you enter yourself, or use or accept the code, 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 campaign or used the code.
- 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 b) took part in this campaign or c) and such person used the discount code.

## **GENERAL RULES**

- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any discount(s).
- Unless we say otherwise you must be at least 18 to enter.
- The discount code may not be sold or given to someone else.
- You are responsible for the tax associated with using or accepting any discount.
- 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 Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- 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.