

## FNB Business and Takealot

### CAMPAIGN RULES

Date these rules were first published: 22 February 2023

Date these rules were last changed: 23 February 2023



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 prize, 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>Campaign Name:</b>	Takealot Business Campaign
<b>Promoter(s) Name(s):</b>	This Campaign is run by FNB-eBucks, a business unit within First National Bank, a division of FirstRand Bank Limited (Registration No. 1929/001225/06 (“eBucks”)), an Authorised Financial services and Registered Credit provider having its principal place of business at 7 Merchant Place, 1 <sup>st</sup> Floor, 9 Fredman Drive, Sandton, Gauteng, South Africa, 2000, in collaboration with Takealot. The person responsible for conducting the promotional campaign on behalf of eBucks is Caitlin Gow, a Partner Growth Manager at FNB-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”.
<b>The campaign:</b>	Get R150 off when purchasing on Takealot during campaign period
<b>How to participate/enter?</b>	<ul style="list-style-type: none"><li>• Purchase any items in the FIRE SALE category to the value of R550 or more available on the Takealot website/ Takealot App.</li><li>• Use your qualifying Business FNB/RMB Private Bank debit or credit cards (including Virtual cards), eBucks or part pay with eBucks and Rands during the campaign days to purchase any products from the category.</li><li>• At checkout enter the promotional code provided to you on your FNB/RMB Private Bank App or through SMS, select “Earn eBucks” and insert your ID number to qualify to obtain R150 off and free delivery on your purchase and earn eBucks.</li></ul> <p>Your qualifying earn will be allocated to the personal eBucks account linked to the ID number provided. Where no personal eBucks account exists, the qualifying earn will be paid out to one of the business eBucks accounts linked to the ID number provided.</p> <p>Earn will only be allocated on the transactions where the payment method used is the credit or debit card payment option, customers will not earn for using other payment options i.e Masterpass, EFT and cash.</p> <p>Your percentage earned back in eBucks is dependent on your eBucks reward level. Partner eBucks earn rules apply to the campaign.</p> <p><b>PLEASE NOTE:</b> Takealot are not liable for any delivery of products or product defects and customers need to liaise directly with the manufacturer or Takealot, subject to Takealot’s terms and conditions. Our liability remains fully reserved.</p> <p>Any questions or claims customers have in relation to an offer must be referred directly to Takealot and not to FRB. The customers make use of the products at their own sole risk.</p> <p>Images used in promotional material are for illustrative purposes only.</p>



<b>Campaign opens on:</b>	Campaign starts on 22 February 2023 at 00:00:01pm.
<b>Campaign ends on:</b>	Campaign ends on 05 March 2023 at 11:59:59 pm. The promoter(s) reserve the right to extend the Campaign by amending these rules.
<b>Is there a limit on the number of times a customer can redeem/ enter?</b>	<ul style="list-style-type: none"> <li>• Limited to one redemption per customer.</li> <li>• Limited to the first 5 000 customers in total during the campaign period.</li> <li>• Offer available while stocks last.</li> </ul>
<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, has an FNB/RMB Business Bank transactional account and is a member of the eBucks Rewards Programme.
<b>Data Usage and Privacy Policy</b>	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 a participant's first name, last name, email address, mobile number and in certain instances your image. Personal data, which participants provide, 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>	<p>No correspondence will be entered into regarding either 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 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. 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. Participants may be invited to participate in Public Relations activities and other marketing and social media advertising initiatives as organized by FNB as a result of this Campaign however, participants reserve the right to refuse such participation.</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>
<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>	These Rules cannot be modified or superseded except by FNB, in its reasonable discretion, in a written revision to these Rules posted on the FNB website and, at FNB' 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 FNB website.
<b>Questions about these rules</b>	eBucks Contact Center: 087 320 3200 Standard call rates apply

#### **IMPORTANT**

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

#### **GENERAL RULES**

- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any prize(s).
- You may not attempt to do anything to change the outcome of the Campaign in any way.
- 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.