## FNB and Engen Fuel Relief Campaign CAMPAIGN RULES

Date these rules were first published: 01 July 2022

Date these rules were last changed: 06 July 2022

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.

Campaign Name:	FNB and Engen Fuel Relief Campaign
Promoter(s) Name(s):	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 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. The person responsible for conducting the promotional Campaign on behalf of eBucks is Bruce Gibbs a 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".
The Offer:	Earn an additional R2 per litre back in eBucks on your FNB/RMB Virtual Card purchases at Engen fuel stations regardless of your Reward Level.  To qualify for the offer:  • Make at least one online purchase during the month using your qualifying FNB/RMB Virtual Card  • Pay for fuel at Engen fuel stations using your qualifying FNB/RMB Virtual Card during the campaign period  • Retail banking customers will also need to ensure that a vehicle is loaded on nav» Car. Load your vehicle's details on the FNB/ RMB Private Bank App > nav-igate life > Car > Add Vehicle and accept the nav»Car Terms of Use.  Only Engen fuel purchases made using your Virtual Card will qualify for the additional earn. Any fuel purchases made using your FNB/RMB Private Bank Debit card / Credit card will not be eligible for the additional earn.  Your additional earn will be allocated with your normal monthly fuel earn. Qualifying spend is based on the date the merchant posts the transaction to the Qualifying Account for payment, which may be different to the date the actual purchase took place and the funds were reserved for the purchase, as per the InContact message regarding the reservation of the funds, which is sent to you at the time of the purchase.  A Virtual Card is a digital card that can be used for eCommerce transactions, in-app purchases, FNB / RMB Pay, Tap to Pay, Scan to Pay and all partner wallet transactions. The use of the Virtual Car is subject to the Virtual Card Terms and Conditions which must be read in conjunction with these terms and conditions, as well as the Remote Banking agreements, where applicable, and may be viewed on the FNB website.
Campaign opens:	The Campaign starts on 01 July 2022 at 00:00:01am.
Campaign closes:	The Campaign ends on 30 September 2022 at 11:59:59pm. The promoter(s) reserve the right to extend the Campaign by amending these Campaign rules.
Is there a limit on the number of times you can enter/redeem?	There is no limit on the number of Virtual Card purchases you can make at Engen fuel stations.

	This campaign however is subject to meeting the monthly qualifying criteria for the eBucks Rewards Programme. All the eBucks earn rules relating to qualifying, earning eBucks and spend limitations/caps apply.
Eligibility: Who qualifies to take part?	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 Aspire, FNB Premier, FNB Private Clients, FNB Private Wealth, RMB Private Bank transactional account, is a member of the eBucks Rewards Programme and has loaded their vehicle details on the FNB App and have accepted the nav»Car Terms of Use.  This Campaign is further open to any juristic persons in the Republic of South Africa at the time of entry with an FNB Gold Business, FNB Platinum Business, FNB Enterprise Business, FNB Healthcare & Private Business, RMB Private Bank Business transactional account and is a member of the eBucks Rewards Programme. Transacting person must have legal authority to transact on the account.
Data Usage and Privacy Policy	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. 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.
General	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.  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.
Tax Implications	IMPORTANT NOTICE: TAX IMPLICATIONS  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.  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. 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.
Rule Amendments	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 Campaign communication methods reasonably calculated to reach a majority of potential participants. A copy of these Rules can be found on the FNB website.

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**

- 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 Campaign 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 Campaign at any time. If this happens you agree to waive (give up)
  any rights that you may have in relation to this Campaign 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 Campaign. 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 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.
- 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.
- In the event of a dispute, the decision of the Campaign judges and/or the promoters will be final and binding and no correspondence will be entered into.