

## Uber: Get up to R25 or R50 off your next Uber ride.

### PILOT RULES

Date these rules were first published: 28 March 2018

Date these rules were last changed: N/A

Read these Pilot rules carefully. These Pilot rules explain your rights and duties in connection with this Pilot. If you take part in this Pilot 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 Pilot rules.

<b>Pilot Name:</b>	Uber: Get up to R25 or R50 off your next Uber ride.
<b>Promoter(s) Name(s):</b>	This Pilot is run by FNB-eBucks, 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 Uber. The person responsible for conducting the promotional Pilot 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".
<b>The Discount:</b>	eBucks Members who qualify to get up to either 25% or 50% off their next Uber ride. The 25% discount is capped at an amount of R25 and the 50% discount is capped at an amount of R50. This means that the total discount will not exceed either R25 or R50. <b>NB:</b> the discount is awarded at eBucks' sole discretion.  The promoters reserve the right to substitute the discounted item with other items of equal or greater value. Income or other taxes relating to the discount, if any, are the sole responsibility of the participants.
<b>Pilot opens:</b>	The Pilot starts on 29 March 2018 11:59:59 pm.
<b>Pilot closes:</b>	The Pilot ends on 15 April 2018 at 11:59:59pm. The promoter(s) reserve the right to extend the Pilot by amending these Pilot rules.
<b>Eligibility: Who qualifies to take part?</b>	This Pilot is open to anyone who is an active Uber user, a 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 been randomly selected by eBucks and is a member of the eBucks Rewards Programme. <b>NB:</b> first-time Uber users will not qualify to be included in the Pilot.
<b>How to participate?</b>	Customers <b>will be randomly selected to participate</b> in the Pilot, and will receive a unique SMS code from eBucks relating to the discount (up to a maximum of a R25 or R50 discount). To participate; <ul style="list-style-type: none"> <li>• open the Uber App,</li> <li>• tap on menu,</li> <li>• tap "payment",</li> <li>• add the unique SMS code received from eBucks under promotions,</li> <li>• type in your promo code,</li> <li>• tap "add".</li> </ul>
<b>Products to which the Discount is Applicable ("discounted item"):</b>	This offer is valid on your next Uber ride within the Pilot period only.
<b>Is there a limit on the number of times you can use the discount voucher?</b>	The offer is limited to one unique SMS code per customer.
<b>Data Usage and Privacy Policy</b>	Participants in the Pilot understand and agree that, in order to offer the Pilot, 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 Pilot, 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. 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.
<b>General</b>	No correspondence will be entered into regarding either this Pilot 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 Pilot 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 Pilot 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 this Pilot. The laws of the Republic of South Africa govern this Pilot. 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 Pilot.
<b>Rule Amendments</b>	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 Pilot 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> .
<b>Questions about these rules</b>	Email us on: <a href="mailto:Bruce.Gibbs@ebucks.com">Bruce.Gibbs@ebucks.com</a>

#### IMPORTANT

- **You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Pilot 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 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 Pilot or used the code. If you 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 Pilot 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 Pilot rules b) took part in this Pilot 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 Pilot 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 Pilot at any time. If this happens you agree to waive (give up) any rights that you may have about this Pilot and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the Pilot. The promoter(s) can change the rules of the Pilot throughout the duration of the Pilot. 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 Pilot 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.