

Black Friday
Partner deals (Makro, Netflorist, Barnyard Theatre, Arthur Kaplan, Zando, Superbalist, Cyber Cellar)

CAMPAIGN RULES

Date these rules were first published: 21 November 2018

Date these rules were last changed: None

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.

Campaign Name:	Black Friday eBucks deals
Promoter(s) Name(s):	This campaign 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 various partners as mentioned above. The people responsible for conducting the promotional campaign on behalf of eBucks are Schael Nefdt-Burger, Bruce Gibbs and Thabo Khoele, Partner Growth Managers 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 Offers:	<p>eBucks Members who make online purchases on Friday 23 November 2018, (Black Friday) may qualify for the below deals:</p> <p><u>Campaigns</u></p> <p>Barnyard – get up to 50% off selected shows when you input BLACKFRIDAY on checkout.</p> <p>Cyber Cellar – Get R250 off plus free delivery when you spend R1000 or more</p> <p>Arthur Kaplan - get up to 50% off on selected jewelry & selected watches if you pay with your ebucks, FNB card or a combination of both</p> <p><u>Zando</u> - Get up to 90% off on selected products</p> <p><u>Superbalist</u> - Get up to 40% off sitewide</p> <p><u>Netflorist</u> – pay R150 for a R250 voucher, pay R210 for a R350 voucher or pay R300 for aR500 voucher</p> <p><u>Competition</u></p> <p><u>Makro</u> – stand a chance to win a R10 000 Makro gift card when you spend your ebucks in-store or online.</p>

	<p>The eBucks member will receive a discount mailer and/or a SMS relating to the campaigns and competition.</p> <p>The promoters reserve the right to substitute the discounted items 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.</p>
Campaigns and Competition opens:	22 November 2018 at 11:59:59 pm.
Campaign and Competition closes:	23 November 2018 at 11:59:59pm. The promoter(s) reserve the right to extend the campaign by amending these campaign rules.
Eligibility: Who qualifies to take part?	These campaigns and competition 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 and is a member of the eBucks Rewards Programme.
How to participate?	<p>The eBucks member will receive a discount mailer and/or a SMS relating to the campaigns and competition.</p> <p><u>Campaigns:</u></p> <p>Visit eBucks.com to view the campaigns specific to each partner. To qualify for these offers while stocks last, visit the relevant partner website and where applicable input the relevant code on checkout. Participants must pay by using their eBucks or FNB cheque or credit card, or a combination of both.</p> <p><u>Competition:</u></p> <p>You will be automatically entered into the competition when you either pay or part-pay with your eBucks at Makro in-store or online.</p>
Products to which the Discount is Applicable (“discounted item”):	<p>This Offer is only valid on items specified on the various partner websites for the campaigns.</p> <p>For the competition, there is no restriction on items that you can purchase from Makro in order to qualify for an entry into the draw.</p>
How and when will the winners be chosen?	A random draw will take place on Friday, 4 December 2018, to determine the winner of the Makro competition. One Winner will be selected. The random entries drawn will be checked to establish whether they meet the competition qualifying and eligibility criteria. The random draws will be overseen by the Legal, Risk & Compliance team. The winner will be drawn from the transactional sales data for the competition period. Should the competition draw be postponed to another date for any reason whatsoever, the new date will be published on the eBucks website within 4 (four) days of the original draw date. If the eligibility and qualifying criteria are not met or if a potential winner cannot be contacted within 2 (two) days after the first attempt through no fault of eBucks, further random draws will take place for entries that meet the eligibility and qualifying criteria and these entries drawn will be assessed as aforesaid by the panel of judges to determine the final winners.
How will the winners be contacted	The winner of the Makro competition will be notified within 48 (forty-eight) hours of the draw

<p>or announced?</p>	<p>taking place, via a telephone call from Bruce Gibbs, the eBucks Partner Growth Manager to the contact details recorded on the winner's eBucks account.</p> <p>While prize winners may be asked to take part in publicity for the competition, prize winners have the right to refuse to do so.</p>
<p>Deadline for claiming prize</p>	<p>If a potential winner of the Makro competition cannot be reached by us within 48 hours after the draw and after attempting to reach him/her on various communication channels and through no fault of ours, the prize will be forfeited by that potential winner and be awarded to the next eligible winner assessed as aforesaid.</p>
<p>Who cannot take part?</p>	<p>The following persons may not take part in this Makro competition, will be disqualified if they do and will forfeit any prizes that may have been awarded to them:</p> <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) The spouse, life partner, siblings, children, or parents of any of the persons named in any of the bullets above. <p>Any participant who participates in the Competition and is not eligible to do so will be disqualified and will forfeit any prizes that may have been awarded to them.</p>
<p>Data Usage and Privacy Policy</p>	<p>Participants in the campaigns and competition understand and agree that, in order to offer the campaigns and competition, 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 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>
<p>General</p>	<p>No correspondence will be entered into regarding either these campaigns, competition 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 these campaigns 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>

<p>Tax Implications</p>	<p>IMPORTANT NOTICE: TAX IMPLICATIONS</p> <p>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.</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>
<p>Rule Amendments</p>	<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 (https://www.ebucks.com/web/eBucks/legal/termsandconditions) 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 https://www.ebucks.com/web/eBucks/legal/termsandconditions).</p>
<p>Questions about these rules</p>	<p>Email us on: Schael.nefdt-burger@eBucks.com</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 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 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 and competition 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.