

Festive Checkers Coupon Campaign

CAMPAIGN RULES

Date these rules were first published: 25 November 2021

Date these rules were last changed: N/A

Read these Campaign rules carefully. These Campaign rules (“rules”) explain your rights and duties relating to 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:	Festive Checkers Coupons Campaign
Promoter(s) Name(s):	This Campaign is run by FNB Credit Card, a business unit of First National Bank, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 NCRCP20 having its principal place of business at 1 First Place, Simmonds Street, Bank City. 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 campaign:	<ol style="list-style-type: none">1. The first 2000 customers that spend R500 or more at Checkers using their FNB or RMB Virtual Card, instore or online (Checkers Sixty60), will receive a R100 Checkers coupon.2. The number of coupons per customer is limited to one R100 Checkers coupon3. Qualifying customers will receive their R100 coupon code via the FNB or RMB APP or SMS once the 2000 qualifying customers have been identified.4. Images used in promotional material are for illustrative purposes only.5. Coupons have a validity period of 3 months (valid until 19 February 2022)
How to participate?	Customers who spend R500 or more at Checkers instore, Online (Checkers Sixty60) or App using their FNB or RMB Virtual Cards during the campaign period will be able to participate in the campaign. Only the first 2000 customers to spend R500 or more at Checkers using their FNB or RMB virtual cards during the campaign period, will receive one R100 Checkers coupon valid for 3 months.
Campaign starts on:	Campaign starts on 23 November 2021 at 00:00:01am
Campaign ends on:	Campaign ends on 24 December 2021 at 11:59:59 pm. The promoter(s) reserve the right to extend the Campaign by amending these rules.
Is there a limit on the number of times a customer can redeem/enter?	The first 2000 customers to spend R500 or more at Checkers using their FNB or RMB virtual card will receive a R100 Checkers coupon. <ol style="list-style-type: none">1. Customers can either spend R500 or more once off at Checkers using their FNB or RMB virtual cards or2. Customers can spend at Checkers multiple times using their FNB or RMB virtual cards and once a total Checkers spend of R500 or more is reached (cumulative spend), the

customer will qualify for a R100 Checkers coupon, only if they are one of the first 2000 customers to do so.

3. Customers who receive the R100 Checkers coupon will only be able to use the coupon once off, for example:

a. If customer only uses R90 of the coupon, they cannot use the remaining R10 at a later stage. The full R100 Checkers coupon must be used once off and is valid until 19 Feb 2022.

Eligibility: Who qualifies to take part?

- Existing FNB and RMB Private Bank Credit Card, Fusion and Debit card customers will be eligible to participate;
- Business and Commercial customers are included, excluding any Public sector accounts for example Public sector cheque account, Public Schools etc.;
- You are a natural person over the age of 18 or a legal entity registered in terms of the laws of the Republic or South Africa;
- You are in possession of a valid South African ID book or valid passport for identification purposes;
- Your account/s is active or in good standing. This means that none of your FNB and FirstRand Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: business rescue, collections, liquidation, administration and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the National Credit Act; and
- You are not excluded in the categories of people listed below who cannot take part. By entering this Campaign, participants warrant that they do not fall into any of the below mentioned excluded categories of people.

Who cannot take part?

- People who do not meet the eligibility criteria above.
- Business and commercial customers with a Public sector account
 - Public sector cheque accounts
 - Public Schools
 - Public sector managed accounts
 - Any public sector account
- The following persons may not take part in this campaign even if they qualify to take part. They will forfeit (give up) any prizes awarded to them:
 - Any employee of the promoter(s).
 - Any director, member, partner, agent of, or consultant of the promoter(s).
 - Any other person who is directly or indirectly controls the promoter(s).

	<p>Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing.</p>
<p>How will qualifying customers be chosen?</p>	<p>The first 2000 customers that spend R500 or more at Checkers using their FNB or RMB virtual cards will be chosen once all 2000 qualifying customers have been identified.</p>
<p>How and when will qualifying customers be announced?</p>	<p>Once 2000 qualifying customers have been identified, they will receive a congratulatory in-app-text or SMS containing the R100 Checkers coupon code.</p>
<p>How will qualifying customers receive the coupon</p>	<p>Qualifying customers will receive their R100 Checkers coupon code via the FNB or RMB APP or SMS. If a customer has a usable version of the FNB or RMB APP they will receive their R100 Checkers coupon code via the FNB or RMB APP otherwise the customer will receive their coupon via SMS. If a customer is not contactable via the FNB or RMB APP or SMS, they will not be able to receive the R100 Checkers coupon code and will forfeit their coupon.</p>
<p>Data Usage and Privacy Policy</p>	<p>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 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 related marketing activity, unless you notify us 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 FNB Credit Card or FNB Fusion Card or FNB Debit Card, our members, customers or the public.</p>
<p>General</p>	<p>No correspondence will be entered into regarding either this Campaign or these Rules. In the unlikely event of a dispute, our decision shall be final. We reserve the right to amend, modify, cancel or withdraw any aspect of this Campaign in our sole discretion at any time without liability. We 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 we 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 or from participation in this Campaign. 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.</p> <p>If required as a result of changes in legislation or if deemed necessary for any other reason, the Bank reserves the right to terminate this campaign immediately. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against the Bank, Visa, their agents and/or promoters.</p> <p>The promoter reserves the right to cancel or amend the promotion and these terms and conditions in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the promotion will be notified to entrants as soon as</p>

	<p>possible by the promoter. 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> <p>Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for the purpose of this competition. Winners of the competition might be asked to participate in Social media advertising, including but not limited to Twitter, Instagram and Facebook by means of high-quality photos that will be displayed on FNB's social media pages as well as in FNB Branches. Please note that participation shall not entitle you to remuneration. Participants and winners reserve the right to refuse such participation. If you consent you agree that you will not be entitled to any remuneration for the use of your image.</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>
Tax Implications	<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>
Rule Amendments	<p>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.</p>

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.