

## Makro Birthday Campaign Rules

Date these rules were first published: 24 July 2017

Date these rules were last changed: 27 July 2017

Read these promotion rules carefully. These promotion rules (“rules”) explain your rights and duties in connection with this promotion. If you take part in this promotion 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 rules.

<b>Promotion Name:</b>	Makro Birthday Campaign
<b>Promoter(s) Name(s):</b>	This Promotion is run by FNB-eBucks Rewards, a business unit within FirstRand Bank (“FNB”) Limited (Registration Number. 1929/001225/06) (“eBucks”) having its principal place of business at 10th Floor, FNB Place, Bank City, Cnr Kerk and Diagonal Street, Johannesburg Gauteng, South Africa, 2000. The person responsible for conducting the promotional promotion on behalf of eBucks is Bruce Gibbs, a Partner Growth Manager at FNB-eBucks Rewards In these rules we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants and winners as “you”.
<b>The Promotion</b>	<ul style="list-style-type: none"> <li>- Customers can use their FNB Credit Card or RMB Private Bank Credit Card and receive a 10% fixed interest rate on a purchase from a minimum of R2500 up to R15 000.</li> <li>- <b>The 10% fixed interest rate is only valid on the budget facility of the relevant Credit Card.</b></li> <li>- This interest rate will only apply to purchases with a minimum spend of R2 500 and a maximum spend of R15 000.</li> <li>- <b>The offer is only applicable if the purchase value is placed on budget over at least 6 months.</b></li> <li>- The campaign is only applicable to a single Makro purchase on your FNB Credit Card and RMB Private Bank Credit Card per credit card account</li> <li>- The eBucks earn rate is 0.75% back on the total purchase amount.</li> <li>- The customer must have a Makro card to earn and spend eBucks at Makro.</li> <li>- The customer must also have an activated eBucks card to earn and spend.</li> <li>- Once a purchase is made, the fixed interest rate will only be applicable for the selected budget facility repayment term. Should the customer default in any payment towards the purchase, the campaign will no longer apply and the fixed interest rate will fall away.</li> </ul>
<b>Promotion starts:</b>	25 July 2017 at 8:00am
<b>Promotion ends:</b>	24 August 2017 at 11:59:59 pm.
<b>Is there a limit on the number of times you can take advantage of the promotion?</b>	Customers are limited to 1 purchase per customer.
<b>Eligibility : Who qualifies to take part?</b>	Qualification for the promotion is automatic when you pay by using your FNB Credit Card (Gold, Premier, Private Clients or Private Wealth) or RMB Private Bank Credit Card for a purchase from a minimum of R2 500 up to a maximum of R15 000 and by presenting your Makro card at the same time when purchasing either one or more product from any Makro store in South Africa. You will qualify provided that:

	<ul style="list-style-type: none"> <li>a. You are a natural person over the age of 18;</li> <li>b. You are in possession of your valid South African ID book or valid passport for identification purposes;</li> <li>c. You are Member of the eBucks Rewards Programme at the time of purchase;</li> <li>d. Your account is in good standing; and</li> <li>e. You present your Makro card when making payment and your complete accurate and up to date name, contact telephone number and South African identity number or passport number are captured and appear on the Makro SAP CRM 7 system;</li> </ul>
<b>Who cannot take part?</b>	People who do not meet the eligibility criteria above.
<b>Data Usage and Privacy Policy</b>	Participants in the Promotion understand and agree that in order to offer the Promotion, 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 when they enter the Promotion, 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 the eBucks, our members, customers or the public.
<b>General</b>	<p>No correspondence will be entered into regarding either this Promotion 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 Promotion in our sole discretion at any time without notice or 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 Promotion 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, misuse or use of a prize, or from participation in this Promotion. The laws of the Republic of South Africa govern this Promotion. 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 Promotion.</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 and without notice. 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 without notice 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 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>
<b>Rule Amendments</b>	These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules.
<b>Questions about these rules</b>	Email us on <a href="mailto:info@eBucks.com">info@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 promotion 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 promotion 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 promoter(s) legally responsible for any loss or damage or legal expenses you suffered because you took part in this promotion or used the prize.
- You further acknowledge and agree to the fact that the promoters and the Promoter and their agents accept no responsibility for any problems or technical malfunction of any communication network, or any late, lost, incomplete, misdirected, incorrectly submitted, delayed, illegible or corrupted entries.
- 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 promotion rules (b) took part in this promotion or (c) and such person used a prize.

## **GENERAL RULES**

- If the promoter(s) are not able to get hold of you within two days after the draw has been made, and after making reasonable efforts to do so, you will lose your prize and the judges may award it to someone else.
- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any prize(s).
- Unless we say otherwise you must be at least 18 to enter.
- Unless we say otherwise automated or bulk entries will be disqualified.
- The prizes may not be sold or given to someone else.
- The prizes cannot be swapped for cash or a different prize.
- 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 promotion 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 promotion at any time. If this happens you agree to waive (give up) any rights that you may have about this promotion and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the promotion. The promoter(s) can change the rules of the promotion throughout the duration of the promotion. 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-eBucks Legal Services, 10<sup>th</sup> Floor, FNB Place, Bank City, Johannesburg, 2001.
- This promotion 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.