

eBucks Travel/FNB Foreign Exchange April 2019 Competition

COMPETITION RULES

Date these rules were first published: 1 April 2019

Date these rules were last changed:

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

Competition Name:	eBucks Travel/FNB Foreign Exchange April 2019 Competition
Promoter(s) Name(s):	<p>This campaign is run by FNB-eBucks Rewards, 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.</p> <p>The person responsible for conducting the promotional campaign on behalf of eBucks Rewards is Natasha Allan, a Product Development manager at 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 as “you”.</p>
Entries open:	Entries open on 1 April 2019 at 08:00pm.
Entries close:	<p>Entries close on 30 April 2019 at 23:59:59.</p> <p>All entries must be received by us before 23:59:59 on the closing date.</p> <p>The promoter(s) reserve the right to extend the Competition. Notice of this will be posted on the eBucks website and these rules will be amended accordingly.</p>
The prize:	<p>One (1) family or couple will win R10 000 (ten thousand Rand) of spending money in Euros. In order to qualify to enter the draw, you must book and pay for either an Air France/KLM flight online through eBucks Travel OR book and pay for a European package or European experience/sports packages through the eBucks Travel Desk. Your booking must include a minimum of four (4) nights’ accommodation on any European travel package, and must be booked through eBucks Travel.</p> <p>The prize money will be converted into Euros and will be supplied by FNB Foreign Exchange in the form of either foreign notes, a Multi-currency Cash Passport™, or transferred into a Euro Global Account. The Euro value will be dependent on the exchange rate on the day that the prize money is converted before delivery to the winner.</p> <p>NB: in accordance with Exchange Control Regulations the prize money may only be paid out to the prize winner within sixty (60) days of the prize winner’s confirmed departure date.</p> <p>The prizes are not transferable to any person other than the drawn winner. Income or other taxes relating to the prize, if any, is the sole responsibility of the prize winner.</p> <p>NB: The prize will count towards the prize winner’s Single Discretionary Allowance in terms of Exchange Control Regulations.</p>
Winners announced on:	<p>The prize winner will be notified by eBucks Rewards directly within 48 hours of the draw taking place, and will be contacted either telephonically or via email.</p> <p>The final draw will take place between 6 - 10 May 2019 at the eBucks Rewards premises and all winners will be published on the ‘Promotions page’ on eBucks.com.</p> <p>Arrangements for delivery of the prize will be made with the prize winner by FNB Foreign Exchange.</p>
Eligibility: Who qualifies to take part?	This 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, a member of the eBucks Rewards Programme as well as an active FNB or RMB Cheque or Credit Card Account holder, excluding the categories of people listed below who cannot take part. By entering this Competition participants warrant that they do not fall into any of the below mentioned excluded categories of people.
Who cannot take part?	The following persons may not take part in this Competition even if they qualify to take

	<p>part. They will forfeit (give up) any prizes awarded to them:</p> <ol 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 is 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 a, b, c, or d, above.
How to enter?	<p>There are no entry fees. To enter the Competition, you must book and pay for an Air France/KLM flight online through eBucks Travel or book and pay for a European package or European experience/sports packages through the eBucks Travel Desk between 1 and 30 April 2019. The party paying must also be a traveller on the flight and/or take part in the package/experience. Both full payment and payment of a deposit to secure the booking will qualify as an entry into the draw. If the winner has paid a deposit (rather than paying in full at the outset), the prize will be awarded upon full payment of the balance of the package cost.</p> <p>You will be automatically entered into the Competition when you make a qualifying booking within the Competition period.</p> <p>The Competition applies to members who have booked and paid between 1 – 30 April 2019, irrespective of actual travel dates.</p>
Is there a limit on the number of times you can enter?	<p>There is no limit on the number of entries; entrants may enter the draw as many times as they like provided the booking complies with the Competition criteria.</p>
How will winner(s) be chosen?	<p>eBucks Rewards will conduct a random draw that will take place between 6 – 10 May 2019. 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. 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 winner.</p> <p>The following criteria apply where the booking is paid or part-paid for in eBucks:</p> <p>When paid in eBucks only, the eBucks account holder qualifies for the prize.</p> <p>When paid in Rand only, the card holder of account used to make payment qualifies for the prize.</p> <p>When paid for with a combination of eBucks & Rand, the card holder of the account used to pay the Rand portion will qualify for the prize.</p>
How will winner(s) names be announced?	<p>The winners will be notified within 48 hours of the random draw taking place, by email and a telephone call to the contact details recorded when the booking is made. Winners will also be announced on the “Promotions” tab on ebucks.com.</p> <p>Please note: 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>
Deadline for claiming prize(s)	<p>If a potential winner cannot be reached by us, through no fault of ours, within 48 (forty-eight) hours after our first attempt to do so, the prize will be forfeited by that potential winner and be awarded to the next eligible winner assessed as aforesaid.</p>
Tax Disclaimer	<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>
Data Usage and Privacy Policy	<p>Participants in the Competition understand and agree that in order to offer the Competition, we may collect and use personal information about participants. This personal information</p>

	<p>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 Competition, 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.</p>
General	<p>No correspondence will be entered into regarding either this Competition 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 Competition 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 Competition 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 Competition. The laws of the Republic of South Africa govern this 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 Competition.</p> <p>The promoter reserves the right to cancel or amend the Competition 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 Competition will be notified to entrants as soon as possible by the promoter.</p>
Rule Amendments	<p>These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules.</p>
Questions about these rules	<p>Email us on Competition@eBucks.com</p>

GENERAL RULES THAT APPLY:

The following rules apply to Competitions where the prize involves travel or tickets to an event:

- If the prize involves international travel you must have a valid passport and obtain the necessary VISAs. The promoter(s) are not responsible if you cannot arrange this on time.
- Unless the promoter(s) say otherwise the advertised dates and times of prizes involving travel or tickets to events cannot change. Unless these rules specifically say otherwise the prize will not include the cost of transport, accommodation, spending money or food. This means you will be responsible for organizing and paying for your own transport to the venue, accommodation, food and spending money.
- Tickets must be collected before the deadline. Proof of identity may be required. You must be able to provide proof of your identity if required.
- You are responsible for arranging your own travel and medical insurance.
- You must comply with the rules of any third party service provider. This includes but is not limited to, any airline, transport service, accommodation provider and venue.

IMPORTANT:

- **You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Competition 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 Competition 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 Competition or used the prize.**
 - **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 Competition rules b) took part in this Competition or c) and such person used a prize.**
- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so, or you do not claim your prize on time, 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 entry is restricted to one entry per person and multiple entries will be disqualified.
 - 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 Competition 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 Competition at any time. If this happens you agree to waive (give up) any rights that you may have about this Competition and agree that you will have no rights against the promoter(s).
 - The promoter(s) reserve the right to change the rules of the Competition. The promoter(s) can change the rules of the Competition throughout the duration of the Competition. 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 Competition 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.