

Dis-Chem Pharmacies Flu Vaccine Competition

COMPETITION RULES

Date these rules were first published: 10 April 2018

Date these rules were last changed:

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

Competition Name:	Dis-Chem Pharmacies Flu Vaccine Competition
Promoter(s) Name(s):	This Competition 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 The Barnyard Theatre. The person responsible for conducting the promotional Competition on behalf of eBucks is Schael Nefdt-Burger, 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”.
The Competition:	You as an eBucks member stand a chance to win 1 of 2 weekly prizes (to the value of R1500) for 4 weeks when you telephonically book a flu vaccine at selected Dis-Chem Pharmacies during the competition period. NB: in order to qualify for an entry into the draw, you must make your vaccination booking telephonically by calling Dis-Chem on 086 111 7427.
The Prizes	The prize will consist of R1000 worth of Vital Products and a R500 Dietician Vitamin and Mineral Consultation. Each winner can only win one prize.
Competition opens:	The Competition starts on 10 April 2018 @ 9:00am
Competition closes:	The Competition will run until 8 May 2018 @ 23:59pm. The promoter(s) reserve the right to extend the Competition by amending these Competition rules.
Eligibility: Who qualifies to take part?	This Competition is open to all natural persons over the age of 18 who are legal residents of the Republic of South Africa and are members of the eBucks Rewards Programme. To be eligible to win one of the weekly prizes, it is necessary for you to make a telephonic vaccination booking within the Competition period.
Exclusion: Who does not qualify to take part?	The following persons may not take part in this Competition even if they qualify to take part. They will forfeit (give up) any prizes awarded to them: <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 is directly or indirectly controls the promoter(s). d) Any supplier of goods and services in connection with this Competition. The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d above.
How will winners be chosen?	When Customers contact Dis-Chem to make their telephonic vaccination appointment, they will be asked whether they are either FNB Customers or eBucks Rewards Members. These qualifying members’ names will be sent to FNB-eBucks, who will perform a draw based on the qualifying criteria above. There will be 4 draws, one for each preceding week of the competition. Two winners will be

	<p>drawn each week. The draws will take place on the following dates:</p> <p>1st draw: 16 April 2018 2nd draw: 23 April 2018 3rd draw: 30 April 2018 4th draw: 7 May 2018</p> <p>Should a winner be disqualified for any reason, a new winner will be re-drawn from the remaining participating entries in accordance with the same draw process applicable to the original draw.</p>
How will winners' names be announced?	<p>The winners will be announced via ebucks.com. The winner will be notified personally by eBucks within 48 hours of the draw taking place, and will be contacted either telephonically or via email.</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>
Is there a limit on the number of times you can participate in the offer?	<p>No. Each separate telephonic vaccination booking will qualify you for an entry into the draw.</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 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 Competition, may, subject to prevailing law, be used for future marketing activity of the promoter(s), 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 our safety, rights or property, our members, customers or the public.</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 or awards 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 or awards 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>
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 its 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</p>

	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 discount, 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.
Rule Amendments	These rules cannot be modified or superseded except by us, 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 Competition 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 .
Questions about these rules	Email us on: info@eBucks.com

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 discount. If you enter yourself, or use or accept the discount, 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 discount.
- 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 the discount.

GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified.
- Unless we say otherwise you must be at least 18 to enter.
- The discount may not be sold or given to someone else.
- 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 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 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.