## East Coast Radio eBucks 20th Birthday Competition COMPETITION RULES

Date these rules were first published: 23 November 2020

Date these rules were last changed: 23 November 2020

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:	East Coast Radio eBucks 20 <sup>th</sup> Birthday Competition
Promoter(s) Name(s):	This competition is run by First National Bank an authorised financial services and registered credit provider (Registration No. 1929/001225/06) and FNB-eBucks ("eBucks"), a business unit within First National Bank, in collaboration with East Coast Radio. The person responsible for conducting the promotional competition on behalf of eBucks is Angela Dupreez a Business Development Manager at eBucks. In these rules we refer to both eBucks and East Coast Radio as the "the promoter(s)", or "us" or "we". We will refer to participants as "you".
How to enter?	<ul> <li>Customers must send a WhatsApp voice note recording to East Coast Radio's WhatsApp line on 061 821 0881 saying how they usually use their eBucks to make their money go further each month, or if they are not FNB customers, how they would use their eBucks to make their money go further if they were eBucks members.</li> </ul>
The prizes	If the winner is an FNB customer and eBucks member, that customer will win a R5000 cash prize. If the winner is not an FNB customer, that winner will win a R4000 cash prize.
Entries open:	Entries open on 25 November 2020 at 08:00am.
Entries close:	Entries close on 11 December 2020 at 08:00am. The promoter(s) reserve the right to extend the Competition by amending these Competition rules.
Is there a limit on the number of times you can enter?	Each entrant is limited to one WhatsApp voice note during the Competition Period.
Eligibility: Who qualifies to take part?	This Competition is open to any person over the age of 18 who currently resides in the Republic of South Africa, excluding the categories of people listed below who cannot take part.
Who cannot take part?	The following persons may not take part in this Competition, will be disqualified if they do and will forfeit any prizes that may have been awarded to them:  a) Any employee of East Coast Radio.  b) Any director, member, partner, agent of, or consultant of East Coast Radio.  c) Any other person who directly or indirectly controls East Coast Radio.  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 will winner(s) be chosen?	East Coast Radio will choose the most inspirational voice note winners at their sole discretion. Three winners will be chosen in the first week of the competition, three will be chosen in the second week and four will be chosen in the third and final week of the competition. East Coast Radio will contact the winners to inform them that they have won. Each winner will be announced on-air and their winning voice note entry will be played on-air as well.
How will winner(s) names be announced?	The winners' names will be announced live on-air by East Coast Radio. If a prize winner cannot accept their prize for any reason whatsoever or cannot be reached through no fault of the Promoters, the prize will be awarded to another entrant who has met all the qualifying criteria.
Data Usage and Privacy Policy	Participants in the competition understand and agree that, in order to offer the Competition, the Promoters 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. The Promoters will treat your information in total confidence and will not sell, share or rent this information to any other third parties. The Promoters 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.
General	No correspondence will be entered into regarding either this competition or these rules. In the unlikely event of a dispute, East Coast Radio's decision shall be final. The Promoters reserves the right to amend, modify, cancel or withdraw any aspect of this Competition in their discretion at any time without notice or liability. The Promoters cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. 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.  Participants may be invited to participate in Public Relations activities and other marketing and social media advertising initiatives as organized by the Promoters as a result of this competition however, participants reserve the right to refuse such participation.
Tax Implications	IMPORTANT NOTICE: TAX IMPLICATIONS  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.  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.  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.
Rule Amendments	These Rules cannot be modified or superseded except by the Promoters, in their reasonable discretion, in a written revision to these Rules posted on the FNB and East Coast Radio websites and, at their 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 FNB website.

- You agree to indemnify the promoters fully for any loss or damage the promoters may suffer because you
  breached the Competition 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 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 promoters 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 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 Competition rules b) took part in this Competition 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 competition 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.