

**KFM 945 eBucks 20<sup>th</sup> 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.

<b>Competition Name:</b>	KFM 945 eBucks 20 <sup>th</sup> Birthday Competition
<b>Promoter(s) Name(s):</b>	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 KFM 945 Radio (“KFM 945”). 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 KFM 945 as the “the promoter(s)”, or “us” or “we”. We will refer to participants as “you”.
<b>How to enter?</b>	<ul style="list-style-type: none"> <li>To enter the competition, participants must visit the KFM 945 Website and type a happy birthday message to eBucks on a dedicated section of KFM 945’s website, including how eBucks has helped either that customer’s money go further or how eBucks has helped someone the customer knows money go further.</li> </ul>
<b>The prizes</b>	<ul style="list-style-type: none"> <li>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 R2500 cash prize.</li> </ul>
<b>Entries open:</b>	Entries open on 27 November 2020.
<b>Entries close:</b>	Entries close on 9 December 2020. The promoter(s) reserve the right to extend the Competition by amending these Competition rules.
<b>Is there a limit on the number of times you can enter?</b>	Yes, participants can only send one birthday message on KFM 945’s website over the competition period.
<b>Eligibility: Who qualifies to take part?</b>	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.
<b>Who cannot take part?</b>	<p>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:</p> <ol style="list-style-type: none"> <li>Any employee of KFM 945.</li> <li>Any director, member, partner, agent of, or consultant of KFM 945.</li> <li>Any other person who directly or indirectly controls KFM 945.</li> <li>Any supplier of goods and services in connection with this Competition.</li> <li>The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above</li> </ol>

<p><b>How will winner(s) be chosen?</b></p>	<p>KFM 945 will at their sole discretion choose the most inspirational birthday messages from the birthday messages to eBucks submitted by participants on their website. Six winners will be chosen and they will be asked to submit to KFM 945 a WhatsApp voice note containing the Birthday message to eBucks which the winner wrote on the KFM 945 website. KFM 945 will contact the winners directly 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.</p>
<p><b>How will winner(s) names be announced?</b></p>	<p>The winners' names will be announced live on-air by KFM 945. 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.</p> <p>FNB will then contact the winner(s) to deposit the prize into a nominated FNB Bank account. If the winner does not have an FNB Bank account, an FNB savings account will be opened for them, into which their prize money will be deposited.</p>
<p><b>Data Usage and Privacy Policy</b></p>	<p>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.</p>
<p><b>General</b></p>	<p>No correspondence will be entered into regarding either this competition or these rules. In the unlikely event of a dispute, KFM 945'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.</p> <p>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.</p>
<p><b>Tax Implications</b></p>	<p><b>IMPORTANT NOTICE: TAX IMPLICATIONS</b></p> <p><b>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.</b></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>
<p><b>Rule Amendments</b></p>	<p>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 KFM 945 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.</p>

### **IMPORTANT**

- 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.