

(NetFlorist pre-Valentine's Competition)

COMPETITION RULES

Date these rules were first published: 07 February 2020

Date these rules were last changed: None

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 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.

<b>Competition Name:</b>	<b>NetFlorist pre-Valentine's Competition</b>
<b>Promoter(s) Name(s):</b>	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 NetFlorist as mentioned above. The person responsible for conducting the promotional competition on behalf of eBucks is Rylf Naidoo 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".
<b>The Offers:</b>	An eBucks Member who makes a purchase on NetFlorist within the dates specified below as per competition period, may win the Prize specified below:  <b><u>Competition</u></b>  Spend at NetFlorist and Stand a chance to win a diamond necklace from Net Jewel. Spend at least R500 with your FNB/RMB PB cheque or credit card, eBucks or a combination of both at NetFlorist.co.za and stand a chance to win a Net Jewel diamond necklace to the value of R6000. Purchases must be made from the Netflorist Valentine's Gift range between 7 – 12 February 2020 to qualify for this competition. The prize cannot be exchanged for vouchers, cash or any other prize.
<b>Competitions opens:</b>	07 February 2020 at 12:15pm.
<b>Competition closes:</b>	12 February 2020 at 11:59:59pm.  The promoter(s) reserve the right to extend the competition by amending these competition rules.
<b>Eligibility:</b>	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 and is a member of the eBucks Rewards Programme.
<b>Who qualifies to take part?</b>	
<b>Who cannot take part?</b>	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:  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 directly or indirectly controls the promoter(s). d) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, or c, above.
<b>How to participate?</b>	Participants must pay using their qualifying FNB/RMB PB cheque or credit card, eBucks or a combination of both at NetFlorist.co.za on the Valentines Gift range.
<b>Is there a limit on the number of times you can enter?</b>	No, each separate purchase of at least R500 made will count as a separate entry.
<b>How will winner(s) be chosen?</b>	By random draw from all eligible entries received before the closing date and time. The draw will take place during the week of 2 March 2020 at eBucks' offices. 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. The winner will be drawn from the transactional sales data for the competition period. Should the competition draw be postponed to another date for any reason whatsoever, the new date will be published on the eBucks website within 4 (four) days of the original draw date. 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 winners.
<b>How will winner(s) names be announced?</b>	Winners will be informed telephonically.
<b>When will winners be announced?</b>	During the week of 2 March 2020
<b>Deadline for claiming prizes?</b>	9 March 2020. Should the winners fail to claim their prizes by the aforementioned date, the prize will be awarded to entrants who came 2nd or 3rd position respectively.
<b>How will winners receive prizes?</b>	Draw will take place at eBucks and winner's contact details will be shared with NetFlorist who will contact the winner and arrange the prize hand over.
<b>Products to which the Competition is Applicable:</b>	This Offer is only valid on items specified on NetFlorist's website for the competition, the Valentine's Gift range.
<b>Data Usage and Privacy Policy</b>	Participants in the competition understand and agree that, in order to offer the competition, eBucks 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 eBucks marketing activity, unless you notify eBucks that you wish to opt out of receiving such marketing communications. eBucks will treat your information in total confidence and will not sell, share or rent this information to any other third parties. eBucks 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>	No correspondence will be entered into regarding either these competitions or these rules. In the unlikely event of a dispute, eBucks' decision shall be final. eBucks reserves the right to amend, modify, cancel or withdraw any aspect of these competitions in its sole discretion at any time without notice or liability. eBucks 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 eBucks 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 code, or from participation in these competitions. The laws of the Republic of South Africa govern these competitions. 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 competitions. System downtime occurs from time to time and neither FNB, the retailer nor its agents will be held liable for any unforeseeable system breakdowns.
<b>Tax Implications</b>	<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>
<b>Rule Amendments</b>	These rules cannot be modified or superseded except by eBucks, in its reasonable discretion, in a written revision to these rules posted on the eBucks website ( <a href="https://www.ebucks.com/web/eBucks/legal/termsandconditions">https://www.ebucks.com/web/eBucks/legal/termsandconditions</a> ) 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 <a href="https://www.ebucks.com/web/eBucks/legal/termsandconditions">https://www.ebucks.com/web/eBucks/legal/termsandconditions</a> .
<b>Questions about these rules</b>	Email us on: <a href="mailto:Rylf.Naidoo@ebucks.com">Rylf.Naidoo@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 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 mean 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 code. If you enter yourself, or use or accept the code, 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 code.**
- **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 code.**

## **GENERAL RULES**

- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any discount(s).
- Unless we say otherwise you must be at least 18 to enter.
- 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. 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 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.