

NetFlorist Valentine's Day Competition 2018 Rules

Date these rules were first published: 1 February 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 rules.

Competition Name:	NetFlorist Valentine's Day Competition
Promoter(s) Name(s):	This Competition is run by FNB-eBucks Rewards, a business unit within FirstRand Bank ("FNB") Limited (Registration Number. 1929/001225/06) ("eBucks") having its principal place of business at 10th Floor, FNB Place, Bank City, Cnr Kerk and Diagonal Street, Johannesburg Gauteng, South Africa, 2000. The person responsible for conducting the promotional competition on behalf of eBucks is Schael Nefdt-Burger, a Partner Growth Manager at FNB-eBucks. In these rules we refer to the above promoter(s) as "the promoter(s)", or "us" or "we". We will refer to participants and winners as "you".
The Competition	There will only be ten (10) winners for this competition. The Winners will receive vouchers to the value of R500 each. The total value of the prize is eB50 000 (R5 000). The prize is not redeemable for cash and is not transferable to any person other than the drawn winner.
Entries open:	Entries open on 1 February 2019 at 8:00am
Entries close:	Entries close on 13 February 2019 at 11:59:59 pm.
Is there a limit on the number of times you can enter?	There is no limit on the number of entries.
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 as well as legal entities duly incorporated in accordance with the company laws of the Republic of South Africa, who is a member of the eBucks Rewards Programme.
Who cannot 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"> • Any employee of the promoter(s).

	<ul style="list-style-type: none"> • Any director, member, partner, agent of, or consultant of the promoter(s). • Any other person who is directly or indirectly controls the promoter(s). • Any supplier of goods and services in connection with this Competition. <p>The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d above.</p>
How to enter?	Purchase one or more products from the NetFlorist Website in the “Valentine’s” category, using eBucks or a combination of both eBucks and Rands as a payment method for the product(s) or order. Each separate order will constitute one entry into the Competition.
How will winner(s) be chosen?	<p>A random draw will take place on 28 February 2019 to determine the winners. 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 winners.</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 as applicable to the original draw.</p>
How will winner(s) names be announced?	<p>The winners will be announced via an email from the eBucks Corporate Communications team within 48 hours of the draw taking place. We will contact the winners to arrange for redemption of the prize.</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>
Deadline for claiming prize(s)	If a potential winner cannot be reached by us, through no fault of ours, within 2 (two) days 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.
Data Usage and Privacy Policy	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 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>Tax Disclaimer</p>	<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>
<p>General</p>	<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>Rule Amendments</p>	<p>These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules.</p>
<p>Questions about these rules</p>	<p>Email us on competition@eBucks.com</p>

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 further acknowledge and agree to the fact that the promoters and the Promoter and their agents accept no responsibility for any problems or technical malfunction of any communication network, or any late, lost, incomplete, misdirected, incorrectly submitted, delayed, illegible or corrupted entries.
- 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.

GENERAL RULES

- If the promoter(s) are not able to get hold of you within two days after the draw has been made, and after making reasonable efforts to do so, 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 automated or bulk entries will be disqualified.
- 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-eBucks Legal Services, 10th Floor, FNB 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.