

## SHOP WIN A TRAVEL ADVENTURE COMPETITION

### COMPETITION RULES

**Date these rules were first published: 01 September 2019**

**Date these rules were last changed: 4 September 2019**

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>	Win a Travel adventure to the Value of R70 000
<b>Promoter(s) Name(s):</b>	This Competition is run by FNB-eBucks Rewards, a business unit within FirstRand Bank ("FRB") 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 Nicole Carstens, a Merchandise Planner. 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".
<b>The prizes</b>	<ul style="list-style-type: none"><li>• There will be 4 winners of eB10 000 each and 1 Grand Prize winner for the R70 000 travel voucher.</li><li>• Each of the 4 eBucks winners will receive eB 10 000 each (ten thousand eBucks (with an equivalent Rand value of R1000 (one thousand rand))).</li><li>• The prize will be deposited into the prize winners' respective eBucks accounts at the next monthly eBucks allocation.</li><li>• The Grand Prize winner will be contacted via email with details on how to redeem the prize.</li><li>• The prize is not redeemable for cash and is not transferable to any person other than the drawn winner.</li></ul>
<b>How to enter:</b>	<ul style="list-style-type: none"><li>• To enter, Participants must, during the campaign period, purchase one or more products from the "competition" category on the eBucks Shop.</li><li>• By purchasing the product(s) as described above you will automatically be entered into the Competition.</li><li>• Every item purchased will count as one entry to the draw.</li><li>• The more items you purchase the greater your chances of winning.</li><li>• The purchase can be made with rands, eBucks or a combination of both.</li><li>• If, however, you return the product(s) purchased before the draw date, your entry will be invalid and will be withdrawn from the Competition.</li><li>• Entries must be received by eBucks after the Competition opening time and no later than the Competition closing time.</li><li>• Each entry constitutes full and unconditional acceptance of these Rules. eBucks reserves the right to disqualify anyone in breach of these Rules. No telephonic, faxed, emailed or posted entries will be accepted.</li><li>• There are no entry fees.</li><li>• System downtime occurs from time to time and neither FNB, the retailer nor its agents will be held liable for any unforeseeable system breakdowns.</li></ul>
<b>Entries open:</b>	Entries open on 1 September 2019 at 8:00am
<b>Entries close:</b>	Entries close on 13 October 2019 at 11:59:59 pm. All entries must be received by us before 11:59:59 pm on 13 October 2019. The promoter(s) reserve the right to extend the Competition by amending these Competition rules.

<p><b>Is there a limit on the number of times you can enter?</b></p>	<p>There is no limit on the number of entries. Each purchase will count as one entry.</p>
<p><b>Winner announced on:</b></p>	<p>The winners will be announced on 18 October 2019.</p>
<p><b>Eligibility: Who qualifies to take part?</b></p>	<p>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, as well as legal entities duly incorporated in accordance with the relevant laws of the Republic of South Africa, excluding the categories of people listed below who cannot take part. By entering this Competition, participants warrant that they do not fall into any of the below mentioned excluded categories of people.</p>
<p><b>Who cannot take part?</b></p>	<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> <ul style="list-style-type: none"> <li>a) Any employee of the promoter(s).</li> <li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c) Any other person who directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this Competition.</li> <li>e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above</li> </ul>
<p><b>How will winner(s) be chosen?</b></p>	<p>A random draw will take place during the week of 14 October 2019 to determine the winners of the eBucks prizes and the winner of the grand prize. The random entry drawn will be checked to establish whether it meets the Competition qualifying and eligibility criteria. The random draw will be overseen by the Legal, Risk &amp; 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 four days of the original draw date. The random entry drawn will be checked to establish whether it meets the Competition qualifying criteria and if so that entry will be the prize winner, subject to us being able to contact such winner within 48 (forty-eight) hours of the draw taking place. If the qualifying criteria to enter the Competition are not met, a further random draw will take place until a randomly selected, valid entry meets the eligibility criteria.</p>
<p><b>How will winner(s) names be announced?</b></p>	<p>The winners will be notified within 48 hours of the draw taking place via email by the eBucks Corporate Communications team, to the contact details recorded on the winners' eBucks account. 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>
<p><b>Deadline for claiming prize(s)</b></p>	<p>If a potential winner cannot be reached by us within 48 hours, through no fault of ours, the prize will be forfeited by that potential winner and will be awarded to the next eligible winner assessed as aforesaid.</p>
<p><b>Tax Disclaimer</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. 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</p>

	relating to Your receipt, transfer or spend of any prize/s, awards and eBucks rewards or the charges in respect thereof.
<b>Data Usage and Privacy Policy</b>	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 eBucks, our members, customers or the public.
<b>General</b>	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.
<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:info@ebucks.com">info@ebucks.com</a> .

#### **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 the promoter(s) are not able to get hold of you as set out above in the Competition rules, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
- Unless we say otherwise you must be at least 18 to enter.
- The prizes may not be sold or given to someone else.
- The prizes cannot be swapped for cash or a different prize.
- 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 in relation to this Competition and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to vary, postpone, suspend or cancel the Competition. and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time. 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.
- Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. The promoters will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not
- To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefor, and the promoters will not increase the value of the prize/s to compensate for such charges.
- In the event of a dispute, the decision of the Competition judges and/or the promoters will be final and binding and no correspondence will be entered into.