

eBucks Travel: Flights on App -External launch competition (July)

COMPETITION RULES

Date these rules were first published: 11 June 2019

Date these rules were last changed: 26 June 2019

Read these Competition rules carefully. These Competition 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.

Competition Name:	eBucks Travel: Book your flights on the FNB App & stand a chance to win an eB500 000 (R50 000) eBucks Travel voucher towards your next holiday
Promoter(s) Name(s):	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 Calche Msali, a Marketing 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".
The Competition:	eBucks Members who make a purchase by booking flights on the FNB/RMB Private Banking App, with either their FNB/RMB Private Bank Card (Cheque or Credit), eBucks or a combination of both, qualify for an entry into a draw where they stand a chance to win an eB500 000 (R50 000) eBucks Travel voucher towards a holiday of their choice. The winner can only use the prize for a package that includes flights and accommodation and must be booked through the eBucks Travel Desk. The prize excludes all discounted flights. The promoters reserve the right to substitute the discounted item with other items of equal or greater value. Income or other taxes relating to the discount, if any, are the sole responsibility of the participants.
Entries open:	The Competition starts on 1 July 2019 at 00:00:01pm.
Entries close:	The Competition ends on 31 July 2019 at 23:59:59pm. The promoter(s) reserve the right to extend the Competition by amending these Competition rules. The winner will be chosen by means of a random draw taking place between 5 and 8 August 2019.
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 at the time of entry and is a member of the eBucks Rewards Programme. In order to qualify for an entry into the draw, the person making the payment must also be a traveler on the booking.
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 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) Any supplier of goods and services in connection with this Competition. The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above
The prize:	An eB500 000 travel voucher towards flights and accommodation of the winner's choice that must be booked through the eBucks Travel Desk.
How to enter?	There are no entry fees. To enter, Participants must (between 1 and 31 July 2019), book flight/s on the FNB/RMB Private Banking App, with either their FNB/RMB Private Bank Card (Cheque or Credit), eBucks or a combination of both. By purchasing the product(s) as described above you will automatically be entered into the Competition. eBucks is not responsible for any lost, corrupted or delayed entries and these will be deemed invalid. Entries must be received by eBucks after the Competition opening time and no later than the Competition closing time. 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.
How will winner(s) be chosen?	A random draw will take place between 5 and 8 August 2019 to determine the winner. 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 & 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.
Winners announced on:	The prize winner will be notified by eBucks directly within 48 hours of the draw taking place, and will be contacted either telephonically or via email. The final draw will take place between 5 and 8 August 2019 at the eBucks premises and all winners will be published on the 'Promotions page' on eBucks.com.
Is there a limit on the number of entries?	There is no limit to the number of entries. Entrants may enter the draw as many times as they like, as each booking made through eBucks Travel on the FNB/RMB Private Banking App will be considered as a separate entry.
Tax Disclaimer	<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>
Data Usage and Privacy Policy	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.
General	No correspondence will be entered into regarding either this Competition 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 this Competition 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 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.
Rule Amendments	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 (https://www.ebucks.com/web/eBucks/legal/termsandconditions) 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 https://www.ebucks.com/web/eBucks/legal/termsandconditions .
Questions about these rules	Email us on: calche.msali@ebucks.com

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 took advantage of the prize. If you 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 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 prize.

GENERAL RULES

- The prize may not be sold or given to someone else.
- 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 promoter(s) decision is final and no correspondence will be entered into. 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 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.