

Tap into Summer Deals

COMPETITION RULES

Date these rules were first published: 2 November 2017

Date these rules were last changed: None

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:	Win a R15 000 Makro Gift Card when you spend using either your FNB Card or eBucks in store or online
Promoter(s) Name(s):	<p>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 Makro. The person responsible for conducting the promotional competition on behalf of eBucks is Bruce Gibbs a 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".</p> <p>For the purpose of this competition, "customer", "you", "participant" or "winner" means the natural person, whose name, contact telephone number and South African Identity number or valid passport number is reflected on the Makro SAP Customer Relationship Management system ("SAP CRM 7 system") at the time of the draw and whose details are attached to the Makro card used in conjunction with their eBucks or FNB card at any Makro store.</p>
The Competition:	<p>You as an eBucks member will automatically qualify to be entered into the draw to win a Makro gift card to the value of R15 000 when you make a purchase at either any Makro store or online at www.makro.co.za using your FNB cheque or credit card, your eBucks card or a combination of both.</p> <p>There will be a draw for the winner on 16 January 2018, and the winner will be announced and contacted at the end of the Competition period.</p> <p>The prizes may not be sold or given to someone else and cannot be exchanged for cash or a different prize. Income or other taxes relating to the prize, if any, is the sole responsibility of the prize winner.</p>
Competition opens:	The Competition starts on 2 November 2017 at 11:59:59 pm.
Competition closes:	<p>The Competition ends on 15 December 2017 at 11:59:59pm.</p> <p>The promoter(s) reserve the right to extend the competition by amending these rules.</p>
Eligibility: Who qualifies to take part?	<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 an FNB customer.</p> <p>To be eligible to win the prize, it is necessary for you to transact within the Competition Period.</p>

Exclusion/Who cannot take part?	<p>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:</p> <ul style="list-style-type: none"> 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 is directly or indirectly controls the promoter(s). d) Any supplier of goods and services in connection with this Competition. e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d above.
Is there a limit on the number of times you can enter?	<p>There is no limit on the amount of entries. Each purchase at Makro with either your qualifying FNB card or eBucks card (or a combination of both) during the competition period will qualify as an entry into the competition.</p>
How will the winner be announced?	<p>The winner will be announced via ebucks.com. The winner will be notified personally by eBucks directly within 48 hours of the draw taking place, and will be contacted either telephonically or via email.</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>
How will the winner be chosen?	<p>A random draw will take place on 16 January 2018 for the competition period. The random entry drawn will be checked to establish whether it meets the competition qualifying and eligibility criteria. The random draws will be overseen by the Legal Risk and 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 this entry 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>
Deadline for claiming prize	<p>If a potential winner cannot be reached by us, through no fault of ours, within 48 (forty-eight) hours after our first attempt to do so, the prize will be forfeited by that potential winner and be awarded to the next eligible winner.</p>
Data Usage and Privacy Policy	<p>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.</p>
General	<p>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</p>

	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: bruce.gibbs@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 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 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.
- The discount code may not be sold or given to someone else.
- You are responsible for the tax associated with using or accepting any discount.
- 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.