



## FNB Youth Month #FNBAe Competition Rules, July 2023

**Date these rules were first published: 7 June 2023**

**Date these rules were last changed: n/a**

Read these competition rules carefully. These competition rules ("rules") explain your rights and duties under this competition. If you take part in this competition or accept any prize, these rules will apply to you and you agree that the person running the competition ("the promoter/s") can assume that you have read and agreed to be legally bound these competition rules.

<b>Competition Name:</b>	#FNBAe Competition Rules, 2023
<b>Promoter(s) Name(s):</b>	<p>The promoter of this competition is FNB, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 ("FNB").</p> <p>In these rules we refer to the above promoter(s) as "the promoter(s)" or "FNB". We refer to participants and winners as "you".</p> <p>In these rules we refer to the above promoter(s) as "the promoter(s)" or "FNB". We refer to participants and winners as "you".</p>
<b>Competition period:</b>	<p>Competition runs for the month of July, 2023.</p> <p>The promoter(s) reserve the right to extent the competition. Notice of this will be posted in these rules.</p>
<b>What is the prize?</b>	<p>120 winners stand a chance to win an eWallet voucher each - minimum value of R500 up to the maximum value of R3000.</p> <p>Prizes can be redeemed via ATM using the winner's valid cellphone number.</p>
<b>How to participate?</b>	Twitter users need to positively engage, or mention FNB on Twitter during the campaign period. Various posts and/or tweets from FNB during the campaign period will provide more detail on how to participate.
<b>Winner/s announced on:</b>	<p>30 eWallet vouchers given away each week during the competition period. Winners will be chosen by random draw from all eligible entries received.</p> <p>Winners will be notified via direct message (DM) on social media or a direct tweet from the @FNBSa handle.</p> <p><u>Please note:</u> While prize winners may be asked to take part in publicity for the competition, however, prize winners have the right to refuse to do so.</p>
<b>Eligibility: Who qualifies to take part?</b>	This competition is open to all individuals over the age of 18, who live in the Republic of South Africa and that has a valid South African ID.
<b>Who cannot take part?</b>	<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"><li>a) Any employee of the promoter(s).</li><li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li></ul>

	<p>c) Any other person who is directly or indirectly controls the promoter(s).</p> <p>d) Any supplier of goods and services in connection with this competition.</p> <p>e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</p> <p>f) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. <i>This means that none of your FNB and FirstRand Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings. Legal process however excludes debt review as contemplated in S86 of the National Credit Act 2005.</i></p> <p>However, even if the aforesaid disqualified persons participate in the competition or is subsequently disqualified, these competition rules will continue to apply between the disqualified persons and FNB.</p>
<b>Is there a limit on the number of times you can enter?</b>	The same person cannot win twice (one winner, one eWallet).
<b>Deadline for claiming prize(s)</b>	31 July 2023
<b>Questions about these rules</b>	Should you have any queries related to the above competition you may engage with the Twitter handle @Rb_sa.

## GENERAL RULES

### IMPORTANT – PRIVACY MATTERS

Participants in this competition understand and agree that for us to offer this competition, we may collect and use personal information about participants. This personal information may include your first name, last name, email address, mobile number, ID number and in certain instances your image. For more information about the FirstRand Group, our solutions and your privacy, go to our website and/or your FNB App to view our FirstRand Customer Privacy Notice.

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.

### IMPORTANT – LIABILITY

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 received or used any benefit or prize. If you enter yourself, or accept or use the prize or any benefit, 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 accepted or used any benefit or prize.

We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.

If FNB is not able to get hold of you to after making reasonable efforts to do so, FNB can award it to someone else. If you don't claim your prize on time, you will lose your right to any prize.

If you are in breach of these rules, you will be disqualified and you will lose your right to any prize(s).

You may not sell the prize or give it to someone else. You may not swap the prize for cash or for a different prize.

You may not do anything to change the outcome of the competition in any way.

The promoter(s) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or our systems or other users.

The judges' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the judges.

You must collect your prize before the deadline. You must be able to provide proof of your identity.

If required, FNB may need to change the prizes.

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).

FNB can change the rules of the competition at any time. For convenience only, the date on which these general rules were last changed by FNB are published below the heading. It is your responsibility to check the rules for any changes.

You must at your own expense, obtain all equipment and services that are necessary to take part in this competition.

Where any dates or times need to be calculated, the international standard time: GMT plus two hours will be used.

While FNB 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, FNB 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 by FNB or that they no longer apply to you.

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.

You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.

The laws of the Republic of South Africa will apply to this competition regardless of where you live or work, how or where you enter.

#### **IMPORTANT – TAX IMPLICATIONS**

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 or eBucks rewards.

You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards or eBucks rewards due to you for participating in this competition.

You agree that you will not hold us or FirstRand Bank Limited ("the Bank") liable and you hereby fully indemnify us and/or the Bank, and hold us and/or the Bank completely harmless, against all damages, claims and fines made against you and/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.

#### **Additional rules for social media competitions**

Social network site refers to any social network site on which FNB may host a competition. This may include sites like Facebook, Twitter, Tik Tok, Pinterest or Instagram.

If you need to create and submit something in order to enter this competition such as an idea or a photo, you must have created it yourself and it must be original. You must not copy or use another person's ideas, work or photos without their permission. By posting or submitting anything, you warrant to FNB and the social network sites, that you are the sole creator, designer, author or owner of the work and that you have the right to use or submit the work.

If we believe anything you submit or post may be plagiarism or be an infringement of another person's intellectual property rights, we may remove the post or submission without notice to you and you will be disqualified.

You may not submit anything that could be offensive or may offend or harm FNB, any person or any social network site. Do not submit anything that contains explicit or offensive content. If in doubt, don't post or submit it.

You may not abuse the site or competition in any way. This includes posting content for commercial purposes or distributing spam or malicious code or using the site to collect the personal data or content of other users or direct visitors to other sites or pages.

You agree that FNB alone can decide if your actions are prohibited or inappropriate. FNB can also decide to end your participation in the competition immediately. FNB can also take appropriate legal action against you.

FNB can also immediately remove any posts that they reasonably believe contain prohibited or inappropriate content without notice to you.

You must comply with the terms & conditions and privacy policies of any website or social network site.

By posting a submission you give FNB a world-wide, royalty free and non-exclusive license to reproduce, modify, adapt and publish any content you have posted or submitted for purposes of the competition to promote FNB, or its products and services.

If the competition is run on any social network site you understand that this competition is not in any way being sponsored, endorsed or administered by, or associated with any social network site. You fully release such social network sites from any legal responsibility to you or any other person. By participating in this competition, you understand that you are providing information to FNB and not to the social network site. FNB is not responsible for any social network site. FNB does not control how they operate, when or if they are available, or what content they carry. Even though FNB may run certain competitions on social network sites, FNB does not endorse the third party, its site, its products, or services or any content on the site. You use the site at your own risk. You must take precautions to protect yourself from risk, such as viruses and other destructive code.

FNB can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or social network sites, its systems, employees or ex-employees, or other users.