FNB Easy Account 'Win R50 000 cash"

CAMPAIGN AND COMPETITION RULES



Date these rules are applicable: 28 October 2019 to 31 January 2020 Date these rules were last changed: 12 November 2019

Read these campaign rules carefully. These campaign rules ("rules") explain your rights and duties in connection with this campaign. If you take part in this campaign 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 campaign rules.

Campaign Competition Name:	FNB Easy Account 'Win R50 000 cash"
Promoter(s) Name(s):	This promotion is run by Consumer Core Banking, (CCB), a business unit within FirstRand Bank Limited Registration No. 1929/001225/06 ("FNB") 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 Offers:	FNB and/or RMB Private Bank will be giving away a weekly prize and cash prizes at the end of the promotion
	Weekly prize:R1 000 (one thousand rand only) Checkers voucher
	 Cash prize: stand a chance to win the main prize of R50 000 Use Scan to pay and get an additional R2 500 in the main prize Purchase airtime, data or electricity via FNB's digital channels and get an additional R2 500 in the main prize
	*The use of the voucher is subject to the Merchant who issues the voucher terms and conditions.
	Voucher is only redeemable once, valid for 3 months from date of receiving the voucher code.
	The voucher cannot be transferred or sold for cash.
	Vouchers can be redeemed at any Checkers, Checkers Hyper, Shoprite, Shoprite Liquor, Checkers
	Liquor or Shoprite Hyper nationwide.
	Vouchers cannot be redeemed at MediRite Pharmacies or at Money Market counters.
	3
Campaign and Competition opens:	The promotion starts on 28 October 2019 at 00:00:00 am
Campaign and Competition closes:	The Campaign will continue until 31 January 2020 12:00:00 pm. The promoter(s) reserve the right to extend or end the campaign by amending these campaign rules.
Eligibility:	Qualification and participation in this promotion is limited to:
Who qualifies to take part?	 You must have an Easy Account which must be active and in good standing*. You must swipe or tap your card and there must be at least one successful purchase.
	*Good standing means that none or your FNB accounts should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB and/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.

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: 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) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, or c, above.
How to participate/enter?	 a) You need to have an active Easy Account at the time of qualification and draw; b) You must swipe your Easy card at least one successful purchase for the R50 000 prize; c) If you use scan to pay, you will get an extra entry into the main draw; d) When you purchase airtime, data or electricity on any of our digital channels i.e.: (cell phone banking, online banking and/or the FNB App) You will get an extra entry into the main draw e) To qualify for the weekly R1000 Checkers vouchers, you must have at least one successful purchase* weekly (*successful purchase means that the transaction does not decline at time of purchase).
Is there a limit on the number of times you can enter?	No, each purchase made by you will count as an automatic entry into the competition.
How will winner(s) be chosen	 By a random draw from all eligible entries received before the closing date and time. The draw will take place on or before 14 February 2020 for the main prize and weekly draws for the weekly competition. 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. 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 FNB website within 4 (four) days of the original draw date. If the eligibility and qualifying criteria are not met or if a potential winner cannot be contacted within 2 (two) business days after the first attempt 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.
Deadline for claiming prizes	28 February 2020. Should the winners fail to claim their prizes within 2 days of being advised of winning, the prizes will be awarded to entrants who came 2nd or 3rd position respectively.
Winners announced on	 Winners will be announced by 14 February 2020 at 23:59pm for the main competition. For the weekly prize winners, winners will be contacted on the following Thursday after the draw. Weekly draws: 2019/11/14 2019/11/21 2019/11/21 2019/11/28 2019/12/05 2019/12/19 2020/01/09

	 7. 2020/01/16 8. 2020/01/23 9. 2020/01/30 10. 2020/02/06 Please note the draws for weeks starting 4 – 11 November will be done on 2019/11/14 16 – 30 December will be done on 2020/01/09
Data Usage and Privacy Policy	Participants in the campaign understand and agree that, to offer the campaign, we 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 campaign, may, subject to prevailing law, be used for future marketing activity of the promoter(s), unless you notify us 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 our safety, rights or property, our members, customers or the public.
General	No correspondence will be entered into regarding either this campaign 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 campaign in its 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 campaign 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 discount, or from participation in this campaign. The laws of the Republic of South Africa govern this campaign. 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 campaign. Please note: While prize winners may be asked to take part in publicity for the competition, prize winners have the right to refuse to do so.
Rule Amendments	These Rules cannot be modified or superseded except by FNB, in our reasonable and sole discretion, in a written revision to these Rules posted on the website or using other potential official promotional communication methods reasonably calculated to reach a majority of potential participants. A copy of these Rules can be found on www.FNB.co.za. The onus will rest with the participant to review the latest set of rules for this promotion. FNB reserves the right to extend or end this promotion at any stage.
Questions about these rules	For Easy account related queries, please contact: Easy Help Desk - 0800 079 599

IMPORTANT

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the campaign 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 campaign or used the discount. If you enter yourself, or use or accept the discount, 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 campaign or used the discount.
- 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 campaign rules b) took part in this campaign or
 c) and such person used the discount.

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.
- Any discounts or offers may not be sold or given to someone else.
- Unless we say otherwise entry is restricted to one entry per person and multiple entries will be disqualified.
- Automated or bulk entries will be disqualified.
- 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 offer.
- You may not attempt to do anything to change the outcome of the campaign 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 campaign at any time. If this happens you agree to waive (give up) any rights that you may have about this campaign and agree that you will have no rights against the promoter(s).
- If required as a result of changes in legislation or if deemed necessary for any other reason, the Bank reserves the right to terminate this campaign immediately and without notice. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against the Bank, Visa, their agents and/or promoters.
- The promoter(s) reserve the right to change the rules of the campaign. The promoter(s) can change the rules of the campaign throughout the duration of the campaign. 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.
- We will not be held liable for any misrepresentation caused due to a copy error, typing error and/or omission that may occur on any of our campaign material.
- 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 campaign 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.

IMPORTANT NOTICE: 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 and eBucks rewards obtained in respect of this Promotion.
- 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 Promotion.
- 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.