

FNB Spring Day Twitter and Facebook Competition -

COMPETITION RULES

Date these rules were first published: 4 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 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 by these competition rules.

Competition Name:	<p>FNB Spring Day - Twitter and Facebook Competition</p> <p>In celebration of the first day of Spring, FNB is making use of Twitter and Facebook to engage with the community to promote the -change of season through Facebook and Twitter by encouraging followers to share their Spring resolutions with us</p>
Promoter(s) Name(s):	<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>
Entries open and close:	<p>Entries open on Monday, the 2nd of September 2019 at 10:00am</p> <p>Entries close on Friday, the 13th of September at 10:00am or once all 11 (eleven) gift vouchers have been awarded.</p> <p>Should all gift vouchers be awarded prior to the official competition closing date, FNB shall confirm that the competition is now closed.</p> <p>The promoter(s) reserves the right to extend the competition. Notice of this will be posted in these rules.</p>
Winners announced on:	<p>Winners will be chosen at random by a team of FNB employees taking the entry criteria into consideration</p>
Eligibility: Who qualifies to take part?	<p>The competition is open to all members of the public (excluding those mentioned below), who are over the age of 18, who live in the Republic of South Africa and who engage on either the Twitter and Facebook platforms and follow @FNBSA on Twitter or "FNB South Africa" on Facebook.</p> <p>If you enter the competition, you must adhere to the qualifying criteria.</p>
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 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, c, or d, above; ande) Participants that have won in the past 3 months will not be eligible for this prize.
How to enter?	<p>This competition will run on the social media platform Twitter and Facebook.</p> <p>To enter the competition the following process needs to be followed:</p>

	<ul style="list-style-type: none"> • A launch tweet will be posted from @FNBSA on Twitter and "FNB South Africa" on Facebook introducing the public to the competition. This launch post describes the mechanisms to take part in the competition. • The user must reply to the Twitter or Facebook post with the #FNBAe hashtag win. Only 1 prize will be granted per user. Commenting on both the Facebook and Twitter post will not guarantee more entries • Make sure your tweet meets the following criteria in order to be entered into the competition: <ul style="list-style-type: none"> ○ Any inappropriate tweets will be disqualified; this will include tweets / word(s) containing inappropriate language, imagery or video content and any tweets of a derogatory or discriminative nature. <p>FNB will only process the personal information so received in relation to this competition.</p> <p>Entrants voluntarily provide their own personal information to take part and adhere to the qualifying criteria</p>
Is there a limit on the number of times you can enter?	As an entrant, you will receive 1 (one) entry per tweet into the competition draw.
What is the prize?	<p>11 (eleven) gift vouchers will be awarded as follows:</p> <ul style="list-style-type: none"> • eWallet : 5x R200.00 • eWallet: 4x R500.00 • Takealot: 4x R200.00 <p>Terms & conditions apply</p>
How will winner(s) be chosen?	<p>Winners will be chosen at random by a team of FNB employees ensuring that the entry criteria have been applied, no complaints against FNB have been made by the selected winners on their social media profiles, and are FNB customers.</p> <p>Drawn winners will be vetted against the entry criteria. The promoter (s) reserves the right to choose eligible winners based on relevance of submission.</p> <p>Each selected winner from the random draw is considered final and no further correspondence shall be entered in this regard.</p>
How will winner(s) names be announced and prize details communicated?	Once winning tweets have been vetted, winners will be contacted via a direct message (DM) on Twitter directed at them with the Twitter handle of the selected winners.
Questions about these rules	<p>Should you have any queries related to the above competition you may engage with the Twitter handle @rbjacobs.</p> <p>The winners will be notified via a direct message from the Twitter handle @FNBSA</p>
Tax implications for incentives	<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 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</p>

	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.
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GENERAL RULES THAT APPLY:

- You may not post updates that are derogatory or harmful to the promoter(s), the site, or any other person. By posting any content you warrant to the promoter(s) and the sites that you are the sole creator, designer, author or owner of the work and that you have the right to post the work.
- You may not misuse 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.
- Posts must not contain any content that is normally prohibited on the site such as explicit or offensive content.
- You agree that the promoter(s) have the absolute discretion to decide if your actions constitute any of the actions prohibited above and to end your participation in the competition immediately and take appropriate legal action against you. The promoter(s) may also immediately remove any posts that they reasonably believe constitute any prohibited content without notice to you.
- You must comply with the terms & conditions and privacy policies of the site.
- The promoter(s) are not responsible for the sites. The promoter(s) cannot control how they operate, when or if they are available, or what content they carry. Even though the promoter(s) run the competition on the site the promoter(s) do 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 all necessary measures to protect yourself from risks, such as viruses and other destructive code.
- You must obtain at your own expense all equipment and services that are necessary to gain access to the site to take part in this competition.
- 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.
- 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 the owners of those 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 the promoter(s) and not to the owners of such social network sites.

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 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 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 (natural or legal), if such loss, damage or expense was incurred because you: a) breached the competition rules; or b) took part in this competition; or c) any person used a prize.**

- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
- The prizes cannot be swapped for cash or a different 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 about this competition and agree that you will have no rights against the promoter(s).
- 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.