

FNB Easy Festive campaign

COMPETITION RULES

Date these rules are applicable: 20 November 2020 to 9 December 2020

Date these rules were last changed: 19 November 2020

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 Festive Campaign					
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:	<p>In celebration of eBucks turning 20 years old, in 2020; FNB will be running a spend campaign to get customers in a celebratory mood. Customers stand a chance to win 1 of 20 vouchers, in 20 days; as well as a grand prize of R2 000 in a Shoprite Checkers voucher during the campaign.</p> <p><u>The competition:</u></p> <p>FNB Easy or Easy Zero customers will get an entry into the competition and stand a chance to win one of the prizes mentioned below. To obtain an entry, the customer will be required to perform one of the following transactions listed below:</p> <ul style="list-style-type: none">• Swipe or tap their FNB card to pay for purchases; or• Swipe their FNB card to get cash using the Cash@Till functionality; or• The customer will get 2 X entries when they perform a financial transaction on the FNB App. <p><u>The prizes:</u></p> <p>FNB will be giving away daily prizes from the 20th November to the 9 December 2020; and a grand prize at the end of the campaign (i.e. 9th December 2020).</p> <p>Daily prize:</p> <ul style="list-style-type: none">• Qualifying customers stand a chance to win 1 of 20 vouchers, ranging between the value of R50 to R250 daily during the campaign. The below table illustrates the vouchers to be won. <table><tr><td>Voucher</td></tr><tr><td>R50 KFC</td></tr><tr><td>R100 KFC</td></tr><tr><td>R200 KFC</td></tr><tr><td>R250 Checkers</td></tr></table> <p>Grand prize:</p> <ul style="list-style-type: none">• On the last day of the draw, participants will stand a chance to win the main prize of R2 000 in Shoprite Checkers vouchers.	Voucher	R50 KFC	R100 KFC	R200 KFC	R250 Checkers
Voucher						
R50 KFC						
R100 KFC						
R200 KFC						
R250 Checkers						
Campaign and Competition opens:	The promotion starts on 20 November 2020 at 00:00:00 am					
Campaign and Competition closes:	The Campaign will continue until 9 December 2020 12:00:00 pm. The promoter(s) reserve the right to extend the campaign by amending these campaign rules.					
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 has a valid South African ID and who is 18 years or older.</p> <p>Qualification and participation in this promotion is limited to:</p> <ul style="list-style-type: none">• You must either have an FNB Easy Account, or an FNB Easy Zero account which must be active and in good standing*.• You must:<ul style="list-style-type: none">○ Swipe or tap their FNB card to pay for purchases; or○ Swipe their FNB card to get cash using the Cash@Till; or○ Perform a financial transaction on the FNB App to get 2 entries.					

	<p>* Good standing means that none of 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. Legal process however excludes debt review as envisaged in S86 of the National Credit Act 2005.</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 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?	<ul style="list-style-type: none"> a) Customer needs to have an active Easy Account, Easy Zero Account which is active during the campaign b) To get an entry into the weekly draw and the grand prize draw, the customer will be required to perform one of the following transactions listed below: <ul style="list-style-type: none"> · Swipe or tap their FNB card to pay for purchases; or · Swipe their FNB card to get cash using the Cash@Till; or · Perform a financial transaction on the FNB App to get 2 entries. c.) If the customer is not registered for the FNB App, the customer will be eligible for an extra entry into the weekly draw and the grand prize draw, if he/she downloads, registers and performs a financial transaction on the FNB App. d.) If the customer is registered for the FNB App, the customer will be eligible for an extra entry into the weekly draw and the grand prize draw, if he/she performs a financial transaction on the FNB App. e.) The following will be considered as financial transaction: make a payment, send an eWallet/Send Money, purchase airtime, data or electricity on the FNB App. f.) To qualify for the weekly vouchers, customer must have at least one successful purchase weekly (including Cash@Till). g.) If the customer does any of the behaviour mentioned in b) to qualify him/her for an entry for the weekly draw, the entry is only eligible for the daily voucher draw that occurs the day after. h.) If the customer does any of the behaviour mentioned in b) to qualify him/her for an entry into the grand prize draw, the entry will remain valid until the end of the campaign (9 December 2020). The customer can earn an entry into the grand prize draw as many times for the duration of the campaign period (i.e. 20 November 2020 – 9 December 2020).
Is there a limit on the number of times you can enter?	Each transaction will count as a separate entry however you will have a maximum of 15 entries per day.
How will winner(s) be chosen	<p>FNB CCB (Consumer Core Banking) will draw the customer, at random, from all eligible entries received, daily. The draws will take place Monday to Friday starting from Monday 23rd November 2020 until 9th December 2020. All eligible weekend entries will be rolled over to Mondays for draws. The draw for the grand prize will take place on or before 9 December 2020 for the main prize and daily draws for the weekly competition.</p> <p>The random entries drawn will be checked by CCB CVM and an LRC representative 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) 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.</p>
Deadline for claiming prizes	<p>28 February 2021. Should the winners fail to claim their prizes by the aforementioned date, the prizes will be awarded to entrants who came 2nd or 3rd position respectively. Customers who are registered on the FNB App will receive an in-channel message that contains the electronic voucher code. If the customer is not registered for the FNB App, the customer will receive an SMS.</p> <p>In order to redeem the voucher code, the customer must present the voucher code to the cashier.</p>

Winners announced on	Winners will be announced by 9 December 2020 at 23:59pm for the main competition. For the daily prize winners, winners will be contacted on the following day after the purchase via SMS or in-App messages.
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 CCB, 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 CCB reserves the right to extend or end this promotion at any stage
Questions about these rules	For queries, please email :CVMQueries@fnb(dot)co(dot)za

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.
- 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.