

Terms and Conditions FNB Connect Vodacom SmartCall Promotion 2020



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Read these Promotion (“rules”) carefully. These rules explain your rights and duties in connection with this Promotion.

If you take part in this Promotion or accept any prize, these rules and eBucks rules will apply to you and you agree that the promoter(s) can assume that you have read and have agreed to be legally bound by the rules. For eBucks rules, kindly visit the website: ebucks.com

Promotion Name:	Vodacom SmartCall Promotion
Promoter(s) Name(s):	<p>This Promotion is run by FNB Connect (in partnership with SmartCall the supplier of Vodacom), a business unit within First National Bank, 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 “us” or “we”.</p> <p>We will refer to participants and winners as “you” or “the customer”.</p>
Promotion Period:	<p>This Promotion shall commence at 00:00 am on 16th November 2020 and terminate at 23:59 on 1 December 2020 (“Promotion Period”).</p> <p>The promoter(s) reserve the right to extend or terminate the Promotion Period. Notice of this will be posted in these rules as amended which will be made available on the FNB website.</p>
Participation and Qualifying Criteria:	<ul style="list-style-type: none"> ▪ To qualify for participation in this Promotion you must meet the following criteria: <ul style="list-style-type: none"> • You must be a legal resident of South Africa or a South African citizen; who currently resides in the Republic of South Africa and who: <ul style="list-style-type: none"> i) is a natural person or the holder of an FNB business account; ii) is in possession of valid, acceptable proof of identification; iii) is not excluded in the categories of people listed below who cannot take part. • You must have been KYC’d (Know Your Customer) and verified by the Bank. • Transactions from any qualifying FNB transactional account (as listed below) will be valid. • “Transactions” means that you must buy Vodacom airtime or data from any one of the FNB digital channels (as listed below) of any value. ▪ By entering this Promotion, you warrant that you do not fall into any of the below mentioned excluded categories of people. ▪ For the purposes of this Promotion, FNB digital channels include the following : <ul style="list-style-type: none"> • FNB App • FNB Cellphone Banking (*120*321#, *130*321#, *120*277#, *130*277#, *147#), • FNB Online Banking (fnb.co.za & fnb.mobi), • FNB eBucks ▪ The following channels are excluded from this Promotion: <ul style="list-style-type: none"> ▪ ATM ▪ Promotion is not available Online (fnb.co.za and FNB.mobi) for Business Enterprises ▪ For the purposes of this Promotion, Qualifying FNB transactional accounts include the following: <ul style="list-style-type: none"> • FNB Easy Cheque Account,

	<ul style="list-style-type: none"> • FNB Gold Cheque Account, • FNB Fusion Gold Cheque Account, • FNB Encore Gold Cheque Account, • FNB Premier Cheque Account, • FNB Fusion Premier Cheque Account, • FNB Private Clients Cheque Account, • FNB Fusion Private Clients Cheque Account • FNB Fusion Private Wealth Cheque Account, • FNB Private Wealth Cheque Account, • FNB Islamic Cheque Account
How this Promotion works?	<ul style="list-style-type: none"> • Customers must purchase Vodacom airtime or data from any of the FNB digital channels, of any value for themselves or for another person during the Promotional Period to qualify for an entry. • Reversed qualifying purchases will be disqualified and will not be regarded as an entry.
IMPORTANT DATES AND TIMES:	
Draws:	<p>The Promotion draw will take place as follows:</p> <ul style="list-style-type: none"> • During each week of the Promotion Period, qualifying purchases will be entered into the draws (1 draw per week). • 4 (2 winners per draw) winners in total will be drawn based on purchases made during the following periods: <ol style="list-style-type: none"> 1. Week 1: 00:00 16 November 2020 to 22 November 2020 23:59 2. Week 2: 00:00 25 November 2020 to 1 December 2020 23:59 • Draws will occur by way of system generated draws and will take place on the following dates, unless specified otherwise: <ol style="list-style-type: none"> 1. Week 1, draw date 23 November 2020 2. Week 2, draw date 2 December 2020
Prize:	<ul style="list-style-type: none"> • Prize awarded to each winner is R5000 worth of weekly eBucks vouchers to be used by customers on any of their chosen eBucks partners and not redeemable for cash. • Customers without an eBucks profile will be given R5000 cash in place of the eBucks vouchers.
Eligibility Who qualifies to take part?	<ul style="list-style-type: none"> • Any FNB customer holding an FNB transactional bank account (private individual account, or a sole proprietor account) qualifies for participation, unless they are automatically disqualified as described in these terms and conditions. • Where participants are under the age of 18 (eighteen), parental or legal guardian consent and assistance will be required for acceptance of the prize, and for acceptance of these terms and conditions.
Who cannot take part?	<ul style="list-style-type: none"> • The following persons may not take part in this Promotion and may not win prizes even if their names are entered in the draw in error. They will forfeit (give up) any prizes that may have been awarded to them: <ol 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) Any supplier of goods and services in connection with this Promotion. e) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. This means that even if you were allowed to take part in the Promotion because you met all the other criteria, FNB has the right to withhold a prize from you. "Good standing" means that none or your

	<p><i>FNB and FirstRand Bank accounts and credit agreements are overdrawn, or in arrears, or in default, or are 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. Legal process includes, but is not limited to collection, liquidation and sequestration proceedings. Legal process does not include debt reviews allowed under S86 of the National Credit Act 2005”.</i></p> <p>f) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, d or e above.</p>
<p>Is there a limit on the number of times you can enter?</p>	<ul style="list-style-type: none"> • There is no limit on the number of times customers can enter the competition.. The number of purchases made may increase your chances of winning. • Where a name is drawn, and that named person receives a prize, that named person will not qualify for participation for the remaining Promotion Period. Should the named person be drawn on more than one draw, the Promoters reserve the right to disqualify that entry, and draw an alternative winner.
<p>How will winner(s) be chosen?</p>	<ul style="list-style-type: none"> • All winners will be selected randomly by an electronically generated draw which shall take place in the presence of a Risk and/or Legal and/or Compliance officer.
<p>How will the winners be notified and announced?</p>	<ul style="list-style-type: none"> • Winners will be notified through Short Text Message (SMS) Notifications. <p><i>Where, winners agree to participate in publicity events related to the Promotion, they will not be entitled to receive any payment for participating in any publicity events related to this Promotion, or for participating in any media format or appearances associated with this Promotion.</i></p>
<p>Questions about these rules:</p>	<p>Email us on PrepaidTier3@fnb.co.za for any questions or queries related to the rules or Promotion in general.</p>

IMPORTANT:

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Promotion rules.
- Under this entire clause “indemnify” 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 Promotion or used the prize. If you enter the Promotion, 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 Promotion or used the prize.
- You furthermore agree to indemnify the promoter(s) fully for any loss, damage, claim, or injury that may occur because of the use of the prize or your inability to use the prize for any reason. This includes, but is not limited to, injury, loss, death or financial damages caused to any person other than yourself.
- You therefore agree that you cannot hold the promoter(s) legally responsible for any loss or damage or legal expenses or medical expenses you suffered caused because you 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 (legal or natural) if such loss or damage or expense was incurred because:
 - a) you breached the Promotion rules;
 - b) you took part in this Promotion; and/or
 - c) you or any person used a prize.
- FNB will not be held responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- You agree that your participation in the Promotion, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- If an FNB representative is unable to get hold of you after making reasonable efforts to do so, you will lose your prize and the judges may award it to someone else.
- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any prize(s).
- We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prizes in respect of the Promotion. You are fully responsible for any tax implications arising from or associated with the receipt, transfer or spend of any prizes. You agree that you will not hold Us, FNB or FirstRand Bank Limited (“the Bank”) liable and you 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-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 prizes or the charges in respect thereof.
- You may not attempt to do anything to change the outcome of the Promotion 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 Promotion at any time or substitute or change the prizes. If this happens you agree to waive (give up) any rights that you may have in this Promotion and agree that you will have no rights (legal recourse) against the promoter(s).
- The promoter(s) reserve the right to change the rules of the Promotion. The promoter(s) can change the rules of the Promotion throughout the duration of the Promotion. 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.