



FNB CDD REFRESH INCENTIVE CAMPAIGN RULES

Date these rules were first published: 23 July 2021

Date these rules were last changed: 23 July 2021

how can we help you?

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

Campaign Name:	THE FNB CDD REFRESH INCENTIVE CAMPAIGN
Promoter(s) Name(s):	<p>The promoter of this campaign is FNB Commercial, a segment of 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 "FNB". We refer to participants and winners as "you".</p>
Campaign open and close:	<p>The campaign will run from 1 August 2021 to 31 October 2021 ("the Campaign Period"), and will comprise of 3 (three) Entry Sessions within which entries will open and close, as follows:</p> <p><u>Entry Session 1:</u> Entries open on 1 August 2021 at 09h00. Entries close on 31 August 2021 at 23h59.</p> <p><u>Entry Session 2:</u> Entries open on 1 September 2021 at 09h00. Entries close on 30 September 2021 at 09h00.</p> <p><u>Entry Session 3:</u> Entries open on 1 October 2021 at 09h00. Entries close on 31 October 2021 at 09h00.</p> <p>The promoter(s) reserve the right to extend the campaign. Notice of this will be provided accordingly, if applicable.</p>
Winners will be announced on:	Winners will be announced at the end of each Entry Session, subject to any extension of the Campaign Period by the promoter (s).
Mechanics of the campaign and how to enter:	<p>Business clients of FNB must confirm the following Financial Intelligence Centre ("FIC") business details via FNB Online Banking for Business, during any Entry Session during the Campaign Period.</p> <p>The following business information, details and documents <u>must</u> be updated on FNB Online Banking for Business:</p> <ul style="list-style-type: none"> • Trading Name, Country of Operations and Establishment and Head Office; • Operating Address which contains an easy to use map pin locator to update the address if required; • Nature of Business, which includes Industry Type and Products and Services, as well as Source of Funds; • Related Party information; • Business Contact Details; • Business Authorised Representative details; • Document(s) as required on the Business Profile or Juristic Entity Information on FNB Online Banking for Business must be uploaded to complete the information update process; • Any other business information or documents which may be required on the FNB Online Banking profile for Business; and • You must complete all steps until you reach the 'Thank you' page. <p>All submissions, fully completed as required, must be received by the promoter(s) before 23h59 on the closing date of each Entry Session within the Campaign Period, subject to any extension of the campaign.</p>
Eligibility: Who qualifies to take part?	Subject to the requirements contained herein, this campaign is open to all business clients of FNB who are 18 (eighteen) years and older who live in the Republic of South Africa.
Who cannot take part?	<p>The following persons may not take part in this campaign even if they qualify to take part. They will forfeit (give up) any prizes awarded to them, unless the promoter(s) decides otherwise:</p> <ol style="list-style-type: none"> Any employee of the promoter(s); Any director of the promoter(s);

	<p>c) Any other person who directly or indirectly controls the promoter(s);</p> <p>d) Any supplier of goods and services in connection with this campaign;</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/or FirstRand Bank Limited 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 Limited. "Legal process" means any legal proceedings in any court of law involving you and FNB or FirstRand Bank Limited, including but not limited to: collections, liquidation and sequestration proceedings. "Legal process" however excludes debt review as contemplated in Section 86 of the National Credit Act, 2005;</i></p> <p>g) Any business client that did not receive the communication from FNB prompting the updating of their business information; and</p> <p>h) Any business client of FNB that already updated their information prior to or after, any of the Entry Sessions and/or the Campaign Period.</p>
What is the incentive/prize?	<p>Subject to the requirements in these rules, business clients of FNB stand a chance to win:</p> <ul style="list-style-type: none"> • 1 (one) of 5 (five) Apple MacBook Air 13" M1 Chip 8-Core CPU with 7-Core GPU -256GB in Space Grey; OR • 1 (one) of ten eB10 000 (ten thousand eBucks) (R1000.00) (one thousand rand) rewards give-aways. <p>Note: you must be a member of the eBucks Rewards Programme at the time of winning the prize or register to become a member of the eBucks Rewards Programme within 30 (thirty) days of being notified of having won the prize. If you fail to become a member of the eBucks Rewards Programme within the 30 (thirty) day period, you will forfeit your prize. The prize will only be allocated to you once you have successfully been registered as a member of the eBucks Rewards Programme.</p>
Is there a limit on the number of times you can enter?	Yes, you can only enter once, and you must enter only during the Entry Session applicable to you for which you received the communication from FNB prompting the completion of your business details.
How will winner(s) be chosen?	<p>By random draw facilitated by the FNB Commercial Risk team.</p> <p>The random draw is final, and no correspondence will be entered into in this regard.</p>
How will winner(s) names be announced?	<p>Winners will be contacted by phone or email. Should FNB be unable to reach the winner and/or make such arrangements within 5 (five) working days of the announcement, another winner will be drawn.</p> <p>Note: Whilst prize winners may be asked to take part in publicity for the competition, prize winners have the right to refuse to do so.</p>
Deadline for claiming prize(s):	Within 30 (thirty) days of receipt of the winner announcement.
Questions about these rules:	The promoter can be contacted on 087 7362 247.

CAMPAIGN SPECIFIC RULES APPLICABLE TO THIS CAMPAIGN:

- If the business is owned by more than one person, the promoter(s) will not be legally responsible to anyone for disputes between such persons or for errors or omissions during the submission process. The owners each agree that they will not hold the promoter(s) legally responsible for any loss or damage they suffer because their business was entered into this campaign. The person who enters on behalf of other persons warrants that they all have agreed to the campaign rules. If the person entering breaches this warranty, he or she alone will be legally responsible to the other persons and will at the discretion of the promoter(s) defend the promoter(s) against any legal claim or action by that person. This means that if any of the promoter(s) are sued, the person who entered will, at the promoter's(s') discretion, defend them against such claims, and pay all legal costs or expenses, or amounts they paid or must pay in damages to any person or to settle any claim, back to the promoter(s). Legal costs and expenses will be calculated on an attorney and own client scale.
- While the promoter(s) may provide assistance and/or advice to the winner, the promoter(s) cannot guarantee that the winner's business will be commercially successful. By entering the campaign and accepting the prize, the winner agrees to indemnify (hold harmless) the promoter(s) if the winner or any other person suffers any loss or damage because of their participation in this campaign, regardless of how or when they suffered such loss or damage.
- You enter this campaign at your own risk.
- Winners must abide by the rules, terms and conditions which are determined by any third-party or other service provider associated with the campaign and/or the prize.
- The promoter(s) reserve the right at their own discretion without having to give reasons, to immediately remove any entry submission or disqualify a winner if his/her business or any aspect thereof is alleged to be an infringement of any third-party's rights, including intellectual property rights such as copyright, patents, designs, trademarks, confidential information, etc. If this happens, the promoter(s) will not be legally responsible to any person and the winner will forfeit the prize or the remaining value thereof. The promoter(s) do not have to investigate the validity of such third-parties' complaints before exercising these rights.
- You also agree to hold the promoter(s) harmless against any claims by parties that your business or any aspect thereof infringes their rights in any way. This means that if any of the promoter(s) are sued, you will at their discretion defend them against such claims and/or pay back any legal costs or expenses, or amounts they paid or must pay in damages to any person or to settle any claim, back to the promoter(s). Legal costs and expenses will be calculated on an attorney and own client scale. It will be your sole responsibility to conduct, at your cost and prior to submitting your information for the campaign, all the necessary checks to determine whether your business or any aspect thereof infringes any third-party's rights. You should contact a reputable intellectual property lawyer to assist you.
- By entering this campaign, you acknowledge and confirm that the promotor(s) may:
 - process (which includes, without limitation, collect, store, update, use, make available or destroy) your submission and all the information it contains to, amongst other things:
 - ❖ conclude and fulfil the campaign terms or obligations to you;
 - ❖ comply with legislative, risk and compliance requirements (including without limitation directives, sanctions and rules), voluntary and involuntary codes of conduct and industry requirements or fulfil reporting requirements and information requests;
 - ❖ perform historical, statistical and research purposes;
 - ❖ conduct security or identity verification and to check the accuracy of your business information;
 - share your entry submission and all the information it contains with the following persons (amongst others), who have an obligation to keep your business information secure and confidential:
 - ❖ the promotor(s) and/or their nominated third-parties who will be conducting the initial phases of the judging process of this campaign. In this regard, you specifically acknowledge and confirm that:
 - the promotor(s) and/or their nominated third-parties can contact you or deliver documents or notices to you specifically relating to this campaign;
 - ❖ law enforcement and fraud prevention agencies;
 - ❖ regulatory authorities, governmental departments, local and international tax authorities and other persons that the promotor(s) under the law must share your business information with;
 - ❖ persons to whom the promotor(s) cede its rights or delegates its obligations; and
 - process your submission and all the information it contains:
 - ❖ outside of the borders of South Africa, according to the safeguards and requirements of the law. The person or third-party entity processing your submission and all the information it contains will apply the same level of protection as required in South Africa;
 - ❖ using automated means (without human intervention in the decision-making process) to make a decision about your business' submission to this campaign.
- You may
 - access the information the promotor(s) has about you and you may request the promotor(s) to correct or delete the information if it is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept and may file a complaint with the Information Regulator about an alleged contravention of the protection of your information;
 - withdraw consent to allowing the promotor(s) to process and/or share your information, except as otherwise allowed, or required by law.

GENERAL RULES APPLICABLE TO THIS CAMPAIGN:

- You may not misuse the site or campaign in any way. This includes but is not limited to, using the result of the campaign for commercial purposes.

- You agree that the promoter(s) have the absolute discretion to decide if your actions constitute any of the actions prohibited as described in these rules and to end your participation in the campaign immediately and to 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 and conditions and privacy policies and notices of the site.
- The promoter(s) are not responsible for the online site. 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 campaign 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 the risk of 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 campaign.
- The promoter(s) can put in place such technical or other remedies as it considers appropriate to prevent abuse or to protect any sites and/or systems or other users.
- You understand that this campaign is not in any way being sponsored, endorsed or administered by, or associated with, any sites. You fully release the owners of those sites from any legal responsibility to you or to any other person. By participating in this campaign, you understand that you are providing information to the promoter(s) and not to the owners of such sites.
- If you do not comply with these rules, you will not be allowed to access the site or take part in the campaign.
- You must comply with the rules of any third-party service provider or prize sponsor. This includes but is not limited to any airline, transport service, accommodation provider and venue.

IMPORTANT:

- **You hereby indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the campaign rules. This means that you agree to reimburse the promoter(s) for the following: any loss or damage they suffer, any expenses and/or costs they paid or are responsible for. "Legal costs" means costs on an attorney and own client scale.**
- **You also hereby indemnify the promoter(s) for any loss or damage you suffered because you took part in this campaign 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 campaign 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 (legal or natural) if such loss or damage or expense was incurred because: a) you breached the campaign rules; b) you took part in this campaign; or c) any person used a prize.**

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 campaign.**
- 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 campaign.
- You agree that you will not hold the promoter(s) liable and you hereby fully indemnify the promoter(s) from and hold the promoter(s) completely harmless against, all damages, claims and fines made against you or the promoter(s) (including but not limited to all legal costs on an attorney-and-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.

- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so, or if you do not claim your prize(s) on time, you will lose your prize(s) and the judges may award it/them to someone else.
- If you fail to comply with any part of these rules, you will be disqualified and you will give up (forfeit) any prize(s).
- Unless the promoter(s) say otherwise, you must be at least 18 (eighteen) to enter.
- Unless the promoter(s) say otherwise, entry is restricted to 1 (one) per person and multiple entries will be disqualified.
- Unless the promoter(s) say otherwise, you can only win a prize once.
- Automated or bulk entries will be disqualified.
- The prize(s) may not be sold or given to someone else.
- The prize(s) cannot be swapped for cash or for a different prize.
- You may not attempt to do anything to change the outcome of the campaign in any way.
- The judges' decision is final and no correspondence will be entered into. This means that you cannot appeal any decision made by the judges.
- 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 you agree that you will have no rights against the promoter(s).

- 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.
- 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 these rules, the international standard time: GMT plus two hours will be used.
- Whilst the promoter(s) may allow you extra time to comply with your obligations or may decide not to exercise some or all of their rights, or may waive certain requirements, the promoter(s) can still insist on the strict application of any or all of their rights at a later stage. You must not assume that this means that the rules have been changed or that they no longer apply to you.
- You must send all legal notices to: FNB Legal, 3rd Floor, No. 1 First Place, Bank City, Cnr Simmonds and Pritchard Streets, Johannesburg, 2001.
- This campaign and its rules will be governed by the laws of the Republic of South Africa (regardless of where you live or work or where or how you enter).
- These rules will be applied and interpreted by the promoter(s) and their decision regarding any disputes relating to the meaning and/or content of the rules will be final and binding.
- The use and processing of personal information will be subject to FirstRand's Privacy Notice which can be accessed on the FNB website.