



# Terms and Conditions

## FNB Connect

### Service Provider Winter Promotion 2021

Date first published: 16 May 2021

Read these Promotion ("rules") carefully. These Promotion ("rules") explain your rights and duties in connection with this Promotion. If you take part in this Promotion or accept any prize, these 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 these Promotion rules and all other applicable FNB and eBucks Terms and Conditions, which you may access on [fnb.co.za](http://fnb.co.za)

<b>Promotion Name:</b>	<b>FNB Connect Service Provider Winter Promotion 2021</b>
<b>Promoter(s) Name(s):</b>	<p>This Promotion is run by FNB Connect, 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>
<b>Promotion Period:</b>	<p>This Promotion shall commence at 00:00 am on 16 May 2021 and terminate at 23:59 on 31 July 2021 ("Promotion Period").</p> <p>The promoter(s) reserve the right to extend or terminate the Promotion Period. Notice of any change to this effect will be posted in these rules as amended.</p>
<b>Participation and Qualifying Criteria:</b>	<ul style="list-style-type: none"> <li>To qualify for participation in this Promotion you must meet the following criteria:</li> <li>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"> <li>i) is a natural person or the holder of an FNB business account;</li> <li>ii) is in possession of valid, acceptable proof of identification;</li> <li>iii) is not excluded in the categories of people listed below who cannot take part.</li> </ul> </li> <li>You must have been KYC'd (Know Your Customer) and verified by the Bank.</li> <li>Transactions from any qualifying FNB transactional account which account is in good standing will be valid.</li> <li>All qualifying products are currently available through FNB digital channels, with the exception of the online vouchers which are only available on the FNB App.</li> <li>By entering this Promotion, you warrant that you do not fall into any of the excluded categories of people, mentioned below.</li> <li>For the purposes of this Promotion, FNB digital channels include the following: <ul style="list-style-type: none"> <li>o FNB App</li> <li>o FNB Cellphone Banking (*120*321#, *130*321#, *120*277#, *130*277#, *147#),</li> <li>o FNB Online Banking (<a href="http://fnb.co.za">fnb.co.za</a> &amp; <a href="http://fnb.mobi">fnb.mobi</a>),</li> </ul> </li> <li>The following channels are excluded from this Promotion: <ul style="list-style-type: none"> <li>o ATM</li> <li>o eBucks shop</li> </ul> </li> <li>This Promotion is not available on OBE (<a href="http://fnb.co.za">fnb.co.za</a> and <a href="http://FNB.mobi">FNB.mobi</a>) for Business Enterprises</li> <li>For the purposes of this Promotion, Qualifying FNB transactional accounts include the following: <ul style="list-style-type: none"> <li>• FNB eWallet</li> <li>• FNB Easy PAYU Account,</li> <li>• FNB Easy Digital Account,</li> <li>• FNB Easy Zero Account,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• FNB Easy Smart Account,</li> <li>• FNB Islamic Easy Smart Account,</li> <li>• FNB Gold Cheque Account,</li> <li>• FNB Fusion Gold Cheque Account,</li> <li>• FNB Encore Gold Cheque Account,</li> <li>• FNB Premier Cheque Account,</li> <li>• FNB Fusion Premier Cheque Account,</li> <li>• FNB Private Clients Cheque Account,</li> <li>• FNB Fusion Private Clients Cheque Account</li> <li>• FNB Fusion Private Wealth Cheque Account,</li> <li>• FNB Private Wealth Cheque Account,</li> <li>• FNB Islamic Cheque Account</li> <li>• FNB Business Account (Gold and Platinum only)</li> <li>• FNB First Business Zero</li> </ul>
How this Promotion works?	<ul style="list-style-type: none"> <li>• Customers must purchase two (2) or more qualifying products weekly, of any value for themselves or for another person during the Promotional Period to qualify for an entry.</li> <li>• Customers with qualifying purchases will be entered into a weekly draw.</li> <li>• For the purpose of this Promotion, Transaction/s mean/s and entails the following: <ul style="list-style-type: none"> <li>i) The purchase of two (2) or more qualifying products weekly. Qualifying products are data bundles, daily &amp; weekly bundles, social bundles, airtime (from South African networks), prepaid electricity, DSTv payment and online vouchers.</li> <li>ii) Purchases must be made on/from any one of the FNB digital channels (listed above) of any value.</li> </ul> </li> </ul> <p><b>Please Note:</b> Reversed qualifying purchases will be disqualified and will not be regarded as an entry.</p>
<b>IMPORTANT DATES AND TIMES:</b>	
Draws:	<p>The Promotion draw will take place as follows:</p> <ul style="list-style-type: none"> <li>• During each week of the Promotion Period, qualifying purchases will be entered into the relevant draw for that week.</li> <li>• 110 (one hundred and ten) winners will be drawn in total based on <u>purchases made during the following periods:</u> <ol style="list-style-type: none"> <li>1. Week 1: 00:00 16 May to 23:59 22 May 2021</li> <li>2. Week 2: 00:00 23 May to 23:59 29 May 2021</li> <li>3. Week 3: 00:00 30 May to 23:59 5 June 2021</li> <li>4. Week 4: 00:00 6 June to 23:59 12 June 2021</li> <li>5. Week 5: 00:00 13 June to 19 June 2021</li> <li>6. Week 6: 00:00 20 June to 26 June 2021</li> <li>7. Week 7: 00:00 27 June to 3 July 2021</li> <li>8. Week 8: 00:00 4 July to 10 July 2021</li> <li>9. Week 9: 00:00 11 July to 17 July 2021</li> <li>10. Week 10: 00:00 18 July to 24 July 2021</li> <li>11. Week 11: 00:00 25 July to 31 July 2021</li> </ol> </li> <li>• Draws will occur by way of system generated <u>draws and will take place on the following dates</u>, unless specified otherwise: <ol style="list-style-type: none"> <li>1. Week 1, draw date 26 May 2021</li> <li>2. Week 2, draw date 2 June 2021</li> <li>3. Week 3, draw date 9 June 2021</li> <li>4. Week 4, draw date 15 June 2021</li> <li>5. Week 5, draw date 23 June 2021</li> <li>6. Week 6, draw date 30 June 2021</li> <li>7. Week 7, draw date 7 July 2021</li> <li>8. Week 8, draw date 14 July 2021</li> <li>9. Week 9, draw date 21 July 2021</li> <li>10. Week 10 draw date 28 July 2021</li> <li>11. Week 11, draw date 4 August 2021</li> </ol> </li> </ul>

Prize:	<ul style="list-style-type: none"> <li>The weekly prize awarded per winner is eB20 000 (eBucks) for Entry Markets, First Business Zero, Gold, Premier, Private Clients, Private Wealth, Gold Business and Platinum Business clients.</li> <li>10 (ten) weekly winners will be selected consisting of 3 (three) Business customers and 7 (seven) Retail customers per week, per draw, during the Promotion Period as indicated above.</li> <li>A total of 110 (one hundred and ten) winners will be selected during the Promotion.</li> <li>eBucks prize will be deposited into the eBucks account linked to the transactional account that qualifying purchases were made from.</li> <li>Customers allocated the eBucks prize without an eBucks profile will be paid R2 000 (two thousand rand) in cash into the transactional account that purchases were made from.</li> </ul> <p><b>Please note that by participating in this Promotion, you also agree to be bound by eBucks Terms and Conditions which may be accessed on <a href="http://fnb.co.za">fnb.co.za</a></b></p>
Eligibility Who qualifies to take part?	<ul style="list-style-type: none"> <li>Any FNB customer holding an FNB transactional bank account (private individual account, business account, or a sole proprietor account), which account is in good standing, qualifies for participation, unless they are automatically disqualified as described in these terms and conditions.</li> <li>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.</li> </ul>
Who cannot take part?	<ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>a) Any employee of the promoter(s).</li> <li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c) Any other person who directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this Promotion.</li> <li>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. <i>“Good standing” means that none of your 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></li> <li>f) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, d or e above.</li> </ul> </li> </ul>
Is there a limit on the number of times you can enter?	<ul style="list-style-type: none"> <li>Customers who make two (2) or more weekly purchases of the qualifying products, will be eligible for one entry.</li> <li>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.</li> </ul>
How will winner(s) be chosen?	<ul style="list-style-type: none"> <li>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.</li> </ul>
How will the winners be notified and announced?	<ul style="list-style-type: none"> <li>All winners will be notified by either a Short Text Message (SMS) or App Text Notification (if they are registered on the FNB App).</li> </ul>

	<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>
<b>Questions about these rules:</b>	Email us on <a href="mailto:PrepaidTier3@fnb.co.za">PrepaidTier3@fnb.co.za</a> for any questions or queries related to the rules or Promotion in general.

**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.