

# Terms and Conditions



## FNB Connect Telkom Spring Competition 2022

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Read these Terms and Conditions ("rules") carefully. These rules explain your rights and duties in connection with the Telkom Spring Competition 2022. If you take part in this Competition 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 the rules. These rules are to be read together with any other FNB Terms and Conditions (promoter product and / or services terms and conditions applicable and available on [fnb.co.za](http://fnb.co.za)), that may be applicable to your relationship with us. FNB reserves the right to amend these rules, modify prices and products, rates and charges at any time. Please be advised that you will be notified prior to any such amendment and such changes will be published on our website [fnb.co.za](http://fnb.co.za) under Promotions Terms and Conditions.

<b>Competition Name:</b>	<b>Telkom Spring Competition 2022</b>
<b>Promoter(s) Name(s):</b>	<p>This Competition 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>Competition Period:</b>	<p>This Competition shall commence at 00h00 am on the 15<sup>th</sup> of September 2022 and shall end at 23h59 on the of 30<sup>th</sup> November 2022 ("Competition Period").</p> <p>The promoter(s) reserve the right to extend or terminate the Competition Period. Notice of this will be posted in these rules as amended which will be made available on the FNB website at <a href="http://fnb.co.za">fnb.co.za</a> under Promotions Terms and Conditions.</p> <p>*Telkom terms and conditions may be applicable to this competition and can be accessed on their website on <a href="http://telkom.co.za">telkom.co.za</a>.</p>
<b>Participation and Qualifying Criteria:</b>	<p>To qualify for participation in this Competition you must meet the following criteria:</p> <ul style="list-style-type: none"><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 transactional 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 (as listed below) will be valid. * "Transactions" means that you must buy Telkom airtime or data from any one of the FNB digital channels (as listed below). The minimum value per transaction must be R50 or more.</li><li>▪ By entering this competition, you warrant that you do not fall into any of the below mentioned excluded categories of people.</li><li>▪ For the purposes of this competition, FNB digital channels include the following:</li><li>▪ FNB App;</li></ul>

	<ul style="list-style-type: none"> <li>▪ FNB Cellphone Banking (*120*321#, *130*321#, *120*277#, *130*277#, *147#);</li> <li>▪ FNB Online Banking (fnb.co.za &amp; fnb.mobi) *standard rates apply;</li> <li>▪ The following channels are excluded from this competition:</li> <li>▪ ATM</li> <li>▪ For the purposes of this competition, 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 Smart Wallet Account,</li> <li>○ FNB Easy Smart Account,</li> <li>○ FNB Islamic Easy Smart Account,</li> <li>○ FNB Aspire Current Account,</li> <li>○ FNB Fusion Aspire Current Account,</li> <li>○ FNB Encore Aspire Cheque Account,</li> <li>○ FNB Premier Current Account,</li> <li>○ FNB Fusion Premier Current Account,</li> <li>○ FNB Private Clients Current Account,</li> <li>○ FNB Fusion Private Clients Current Account</li> <li>○ FNB Fusion Private Wealth Current Account,</li> <li>○ FNB Private Wealth Current Account,</li> <li>○ FNB Islamic Current Account</li> <li>○ FNB First Business Zero</li> </ul> </li> </ul>
How this Competition works?	<ul style="list-style-type: none"> <li>• Customers must purchase Telkom airtime or data from any one of the FNB digital channels, the value of which must be R50 or more per transaction to be automatically entered into the draw to stand a chance to win a prize.</li> <li>• Customers may purchase for themselves or for another person during the Competition Period to qualify for an entry.</li> <li>• Reversed qualifying purchases will be disqualified and will not be regarded as an entry.</li> </ul> <p>Note: Standard Telkom network rates may apply.</p>
<b>IMPORTANT DATES AND TIMES:</b>	
Draws:	<p>The competition draw will take place as follows:</p> <ul style="list-style-type: none"> <li>• During each month of the Competition Period, qualifying purchases will be entered into the draws (1 draw per month).</li> <li>• 75 (25 winners per draw) winners in total will be drawn based on purchases made during the following periods: <ol style="list-style-type: none"> <li>1. Month 1: 00:00 15 September 2022 to 30 September 2022 23:59</li> <li>2. Month 2: 00:00 1 October 2022 to 31 October 2022 23:59</li> <li>3. Month 3: 00:00 1 November 2022 to 30 November 2022 23:59</li> </ol> </li> <li>• 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"> <li>1. Month 1: Draw date 5 October 2022</li> <li>2. Month 2: Draw date: 2 November 2022</li> <li>3. Month 3: Draw date: 5 December 2022</li> </ol> </li> </ul> <p>The competition includes a Super Friday draw, which are for the purchases that were made on the last Friday of the month during the Competition Period (1 draw per month).</p> <ul style="list-style-type: none"> <li>• 6 (2 winners per draw) winners in total will be drawn based on purchases made during the following periods: <ol style="list-style-type: none"> <li>4. Month 1: 00:00 30 September 2022 to 30 September 2022 23:59</li> <li>5. Month 2: 00:00 28 October 2022 to 28 October 2022 23:59</li> <li>6. Month 3: 00:00 25 November 2022 to 25 November 2022 23:59</li> </ol> </li> </ul>

	<ul style="list-style-type: none"> <li>• 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"> <li>1. Month 1: Draw date 5 October 2022</li> <li>2. Month 2: Draw date: 2 November 2022</li> <li>3. Month 3: Draw date: 5 December 2022</li> </ol> </li> </ul>
<b>Prize:</b>	<ul style="list-style-type: none"> <li>• Each winner will get Telkom 20GB data bundles valid for 6 (six) months. Each winner will receive a voucher PIN and must redeem the voucher through the Telkom voucher redemptions channels (*188*vouchernumber#).</li> </ul> <p>Super Friday:</p> <ul style="list-style-type: none"> <li>• Each Super Friday winner will win a Telkom MiFi router with 20GB day data + 20GB night data bundles loaded on the router.</li> <li>• The router will be delivered to the customer's choice of location. Customers will have to provide FNB with the delivery address.</li> <li>• FNB will request and obtain consent from the winner to share their chosen delivery address with Telkom in order to deliver the router.</li> </ul>
<b>Eligibility Who qualifies to take part?</b>	<ul style="list-style-type: none"> <li>• Any FNB customer holding a qualifying FNB transactional bank account (private individual account) 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>
<b>Who cannot take part?</b>	<ul style="list-style-type: none"> <li>• The following persons may not take part in this Competition 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"> <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 competition.</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 Competition 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 No 34 of 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> </ol> </li> </ul>
<b>Is there a limit on the number of times you can enter?</b>	<ul style="list-style-type: none"> <li>• There is no limit on the number of times customers can enter the competition. The number of qualifying purchases made may increase your chances of winning.</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 Competition 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?	<p>Winners will be notified through Short Text Message (SMS) Notifications or App Text Notification (if they are registered on the FNB App).</p> <p><i>Where, winners agree to participate in publicity events related to the Competition, they will not be entitled to receive any payment for participating in any publicity events related to this Competition, or for participating in any media format or appearances associated with this Competition.</i></p>
Questions about these rules:	Email us on <a href="mailto:Prepaid.Tier3@fnb.co.za">Prepaid.Tier3@fnb.co.za</a> or call us on 0875750147 for any questions or queries related to the rules or Competition 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 Competition 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 Competition or used the prize. If you enter the Competition, 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 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 Competition rules;
  - b) you took part in this Competition; 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 Competition, 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 Competition. 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 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 or substitute or change the prizes. If this happens you agree to waive (give up) any rights that you may have in this Competition 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 Competition. The promoter(s) can change the rules of the Competition throughout the duration of the Competition. 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.