

COMPETITION RULES

to be read with the accompanying document titled:

PERMISSION TO USE YOUR GOOD LUCK MESSAGE TO THE SPRINGBOKS

Date these rules were first published: 01 July 2023

Date these rules were last changed: 01 July 2023

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

Competition Name:	FNB #BOKSNEEDYOU CAMPAIGN
Promoter(s) Name(s):	<p>This promoter of this competition is FNB, 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>
Entries open and close:	<p>Entries open on 1 July 2023</p> <p>Entries close on 6 November 2023.</p> <p>All entries, fully completed as required, must be received by the promoter(s) before 17h00 on the closing date.</p> <p>The promoter(s) reserve the right to extend the competition. Notice of this will be posted in these rules.</p>
Winner's announced on:	<p>There are various elements in the campaign, and entrants' recognition will be given in the following ways, and selected at various times during the campaign:</p> <p>#BOKSNEEDYOU good luck messages to the Springboks as they represent our nation in France can be selected to be broadcast on radio, TV, print, out of home, on all digital and online platforms and any other media where FNB / the judges feel it could be appropriate as well as in the message room where the Springboks will have the opportunity to interact with these messages.</p> <p>3 (three) people who submitted messages between 1 and 31 July 2023 will be selected to deliver their #BOKSNEEDYOU message to the Springboks in person at the Springboks send-off breakfast on 11 August 2023 at Sandton Convention Centre in Johannesburg, <u>subject to the below qualifying criteria</u>.</p> <p>Messages received for the duration of the campaign will be shared with the Springboks in France.</p>
Eligibility: Who qualifies to take part?	<p>All South Africans or supporters of South African rugby interested in sending the Springboks messages or #BOKSNEEDYOU to wish them well as they represent South Africa on the rugby field in France</p>

<p>Who can/cannot take part?</p>	<p>The following persons may participate in this drive to wish the Springboks well on representing South Africa on the rugby field in France.</p> <p>Any South African, or supporters of South African rugby, inclusive of FNB and FirstRand staff, who must be 18 years or older may participate, however the following persons will not qualify to win the prize to deliver their messages in person to the Springboks at the Springboks send-off breakfast on 11 August 2023 at the Sandton Convention Centre in Johannesburg or any other prizes (if applicable):</p> <ol style="list-style-type: none"> Persons not resident in South Africa; Any director, member, partner, agent, staff member of, or consultant of the promoter(s); Any other person who directly or indirectly controls the promoter(s); or <p>The spouse, life partner, siblings, children, or parents of any of the persons named in b or c above; However, even if the aforesaid disqualified persons participate in the competition or is subsequently disqualified, these competition rules will continue to apply between the disqualified persons and FNB.</p>
<p>How to enter?</p>	<p>Persons who would like to wish the Springboks well before or during their time in France when they represent South Africa on the rugby field will be able to submit their messages, names, email addresses and/or mobile numbers to MyFNB in the form of video, audio or text.</p> <p>In line with the Springboks' current campaign line, "#BOKSNEEDYOU", we are asking South Africans of all walks of life to rally behind our Boks as they take on the world in France. This campaign can also be entered online via FNB's social and digital media channels</p> <p>The promotor may adapt the messages according to the sponsorship usage rules around the 2023 Rugby World Cup™, where FNB is not entitled to make use of the words or logos associated with the aforesaid tournament, including the name or image of the Webb Ellis Trophy. Instead, FNB may only refer to wishing the Springboks well as they represent South Africa on the rugby field in France.</p> <p><u>VERY IMPORTANT – CONSENT TO USE PERSONAL INFORMATION:</u></p> <p>Persons wishing to submit messages to the Springboks warrant (and accordingly also indemnify FNB against any claims) that they consent to, obtained approval on behalf of their group, and/or from the parents/guardians of any children (where applicable) for the publication/posting of the messages and any content used/displayed in conjunction with the messages, which may contain your/their personal information, for purposes of the campaign, as well as for purposes of using the messages and videos for FNB's marketing purposes (if this is required), as further expressly explained in the accompanying document titled <u>"Permission to use your Good Luck message to the Springboks"</u>.</p> <p>FNB may also contact the abovesaid persons in order to obtain further approvals, if required.</p>

	<p>The Springboks will be provided with an opportunity to interact and respond to these messages, but they are not obliged to do so.</p> <p>Participants who do not timeously and in writing provide any additional approvals, as required by FNB, may be disqualified from winning any prizes and/or having their messages published.</p>
Is there a limit on the number of times you can enter?	There is no limit to number of messages that may be submitted
How will winner(s) be chosen?	<p>CRITERIA:</p> <ol style="list-style-type: none"> 1. Originality – must be creative, fresh and unique; 2. Foundation – must be true to the “#BOKSNEEDYOU” campaign line and nation building values; 3. Emotive, positive and compelling; 4. Simplicity – must be easy to understand; 5. Style – must have a stand-out factor that makes it unique; and 6. Character and personality – a dynamic and passionate rally to the Springboks team to do their best as they represent South Africa in France.
How will winner(s) names be announced?	The winners will be contacted and asked for any additional approvals, if required, throughout the campaign.
Details of the prize and deadline for claiming prize(s)	<p>Except for the prize to attend the breakfast send-off and to deliver in person the message to the Springboks, the rest of the winners may not win actual prizes, , instead they will rather win an opportunity for their #BOKSNEEDYOU messages to be broadcast on the various channels and to be heard by the Springboks as well as the nation.</p> <p>The prize to attend the breakfast seminar and to deliver in person the message to the Springboks will include reasonable local (i.e. in South Africa) travel and accommodation costs, the standard and quality of which will be in the promoters’ sole discretion. No pocket money / subsistence allowance will be provided, but some meals may be provided, to be decided in the promoters’ sole discretion.</p>
Questions about these rules	Email the promoter(s) on mvanniekerk3@fnb.co.za
Tax implications for prize(s)	<p>You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards or rewards due to you for participating in this competition.</p> <p>You agree that you will not hold the Promotor liable and you hereby fully indemnify the Promotor, and hold the Promotor completely harmless, against all damages, claims and fines made against you or the Promotor, 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 or rewards or the charges in respect thereof.</p>

GENERAL RULES THAT APPLY:

- FNB must receive your entry before the published closing date and time. FNB must also receive your entry in the correct format. You will lose the right to take part or claim any prize that may have been awarded to you if you don't enter on time or in the correct format.
- If FNB is not able to get hold of you to after making reasonable efforts to do so FNB can award it to someone else. If you don't claim your prize on time, you will lose your right to any prize.
- If you break these rules, you will be disqualified and you will lose your right to any further participation or prize(s).
- You can send multiple messages, but automated or bulk entries will be disqualified. Unless we say otherwise you can only win one prize during the competition.
- You may not sell the prize or give it to someone else. You may not swap the prize for cash or for a different prize.
- You may not do anything to change the outcome of the competition in any way.
- The promoter(s) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or our systems or other users.
- The judges' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- If required, FNB may need to change the prizes.
- The promoter(s) have the right to amend or end this competition at any time. If this happens you agree to waive (give up) any rights that you may have about this competition and agree that you will have no rights against the promoter(s).
- FNB can change the rules of the competition at any time.
- FNB can change these general rules. For convenience only, the date on which these general rules were last changed by FNB are published below the heading. It is your responsibility to check the rules for any changes.
- Social network site refers to any social network site on which FNB may host a competition. This may include sites like Facebook, Twitter, TikTok or Instagram.
- If you need to create and submit something e.g. an idea, a message, a photo or a video, you must have created it yourself and it must be original. You must not copy or use another person's ideas, messages, works, videos or photos without their permission. By posting or submitting anything you warrant to FNB and the sites that you are the sole creator, designer, author or owner of the work and that you have the right to use or submit the work.
- If we believe anything you submit or post may be plagiarism or be an infringement of another person's intellectual property rights, we may remove the post or submission without notice to you and you will be disqualified.
- You may not submit anything that could be offensive or may offend or harm FNB, any person or any social network site. Do not submit anything that contains explicit or offensive content. If in doubt, don't post or submit it.
- You may not vote for yourself where the competition involves voting.
- You may not abuse the site or competition in any way. This includes posting content for commercial purposes or distributing spam or malicious code or using the site to collect the personal data or content of other users or direct visitors to other sites or pages.
- You agree that FNB alone can decide if your actions are prohibited or inappropriate. FNB can also decide to end your participation in the competition immediately. FNB can also take appropriate legal action against you.
- FNB can also immediately remove any posts that they reasonably believe contain prohibited or inappropriate content without notice to you.

- You must comply with the terms & conditions and privacy policies of the any website or social network site.
- By posting the submission you give FNB a world-wide, royalty free and non-exclusive license to reproduce, modify, adapt and publish any content you have posted or submitted for purposes of the competition to promote FNB, or its products and services.
- If the competition is run on any social network site you understand that this competition is not in any way being sponsored, endorsed or administered by, or associated with any social network site. You fully release such social network sites from any legal responsibility to you or any other person. By participating in this competition, you understand that you are providing information to FNB and not to the social network site. FNB is not responsible for any social network site. FNB does not control how they operate, when or if they are available, or what content they carry. Even though FNB may run certain competitions on social network sites, FNB does 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 precautions to protect yourself from risk, such as viruses and other destructive code.
- You must at your own expense, obtain all equipment and services that are necessary to take part in this competition.
- FNB can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or social network sites, its systems, employees or ex-employees, or other users.
- If the prize involves international or local travel, you must have a valid passport or ID document and obtain the necessary Visas. FNB is not responsible if you cannot arrange this on time.
- The advertised dates and times of prizes involving travel or tickets to events cannot change. Unless otherwise expressly stated (see above section with the heading “Details of the prize”) , the prize will not include the cost of transport, accommodation, spending money or food. This means you will be responsible for organising and paying for your own transport to the venue, accommodation, food and spending money.
- You must collect any tickets before the deadline. You must be able to provide proof of your identity if required.
- You must arrange your own travel insurance and medical insurance and are responsible for any other expenses or costs not specifically included as part of the prize.
- You must comply with the rules of any third party service provider. This includes but is not limited to, any airline, transport service, accommodation provider and venue.
- You may be responsible to obtain and pay for certain licenses necessary to use a prize. Unless otherwise stated such additional items or costs are not included as part of the prize.

IMPORTANT:

- **You agree to indemnify FNB fully for any loss or damage FNB may suffer because you breached the competition rules. This means you agree to reimburse FNB 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 FNB for any loss or damage you suffered because you took part in this competition 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 FNB legally responsible for any loss or damage or legal expenses you suffered because you took part in this competition or used the prize.**
 - **You will protect FNB 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 competition rules b) took part in this competition or c) any person used a prize.**
- 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, the international standard time: GMT plus two hours will be used.

- While FNB 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, FNB 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 by FNB 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, Johannesburg, 2001.
- The laws of the Republic of South Africa will apply and you submit to the jurisdiction of the South African courts and in particular to the jurisdiction of the Gauteng Local Division of the High Court, Johannesburg, for purposes of this competition, regardless of where you live or work, how or where you enter.

Permission to use your Good Luck message to the Springboks

FNB is gathering Good Luck messages for the Springboks from people, who are 18 years of age and older, across South Africa, which messages may be in the form of written messages, videos or voice recordings.

Your Good Luck message will be sent to the Springboks in France, to motivate and support them in their pursuit to be the greatest international rugby team ever.

FNB may also use your “Good Luck” message in South Africa on radio, television, print, outdoor, social media, digital advertising, etc. for its own promotional and advertising purposes relating to the Springboks.

By entering the competition and submitting your message(s) and/or signing at the bottom of this document, if required by FNB, you agree that:

- First National Bank, a division of FirstRand Bank Limited, together with its authorised service providers (e.g. the photographers, film and audio crew, scriptwriters, artists, editors, distributors, etc.):
 - may use your Good Luck message, together with your personal information (which includes your first names, surname, nicknames, social media handles/usernames, image and voice, but only to the extent that you have disclosed your personal information for or in your Good Luck message), only for the purposes disclosed above for a maximum period of 12 months from the date of you signing below;
 - may publish, distribute, broadcast, reproduce, adapt, modify, combine with other images, text and graphics, crop, delete or partially delete your Good Luck message and personal information and FNB does not have to obtain your further permission to use such altered or modified versions thereof;
 - does not owe you any money or other compensation for the above use of your Good Luck message and personal information and you will not claim from them such money or other compensation;
 - does not allow the use of children under the age of 18 years in the Good Luck messages and accordingly, you confirm that you and all other persons appearing in your Good Luck message are adults;
 - may share your Good Luck message and the personal information you provide with its authorised service providers;
 - may transfer your Good Luck message and the personal information you provide outside of South Africa, such as to France, where the Springboks will receive your Good Luck message, as well as to the USA, UK and other EU countries (e.g. the Netherlands and Germany), since the mobile app, on which the Springboks will also directly receive your Good Luck message, process and store information on servers located in these various jurisdictions;
- the laws of South Africa will apply relating to these terms and conditions; and
- you may not withdraw your agreement to the above terms and conditions, but you may at any time withdraw your permission for the use of your personal information used in your Good Luck message, which personal information FNB will remove as soon as reasonably possible from your Good Luck message, if possible and where not possible, FNB will amend or delete your Good Luck message, so that your personal information will no longer be visible.
 - FNB has set out detailed information about how and why FNB collects, uses and protects personal information in our Privacy Notice. The Privacy Notice also sets out how you can access, correct or object to the processing of your personal information. You can find a copy on our website – www.fnb.co.za > About FNB + Legal > Legal Matters > Privacy Notice

Your signature:

Your name and surname:

Your e-mail address / cellphone number: _____

Date and place of signature: _____