

# FNB ICONIC MARKETS VENDOR COMPETITION RULES



**Date these rules were first published: 1 September 2023**

**Date these rules were last changed: 1 September 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 you have read and acknowledge to be legally bound by these competition rules.

<b>Competition Name:</b>	<b>THE FNB BUSINESS ACCOUNT ACTIVATION COMPETITION</b>
<b>Promoter(s) Name(s):</b>	<p>The promoter of this Competition 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>
<b>Competition open and close:</b>	<p>Competition starts on 1 September 2023 at 08h00.</p> <p>Competition ends on 30 November 2023 at 23h59.</p> <p>(the "competition period")</p> <p>The promoter(s) reserve the right to extend the competition. Notice of this will be posted in these rules.</p>
<b>Winners will be announced on:</b>	Winners will be announced on or before the 7 <sup>th</sup> day of each month during the competition period, subject to any extension of the competition period by the promoter(s).
<b>Eligibility: Who qualifies to take part?</b>	This competition is open to all South African vendors operating within a designated market that has signed the 'Iconic Markets' sponsorship agreement ("designated market/s").
<b>Who cannot take part?</b>	<p>The following persons may not take part in this competition even if they qualify to take part. They will forfeit (give up) any prizes awarded to them, unless the promoter(s) decides otherwise:</p> <ul style="list-style-type: none"><li>a) Any employee of the promoter(s);</li><li>b) Any director 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) The spouse, life partner, siblings, children or parents of any of the persons named in a, b, c, or d, above;</li><li>f) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. 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;</li><li>g) Any business client of FNB that did not receive the communication from FNB prompting the activation of their Business transactional account.</li></ul>
<b>Mechanics of the competition and how to enter:</b>	<p>To enter the competition, you must:</p> <ul style="list-style-type: none"><li>• be an approved vendor within a designated market;</li></ul>

	<ul style="list-style-type: none"> <li>• open and maintain in an active status for the duration of the competition period, an FNB Business transactional account, which transactional account must reflect a positive balance;</li> <li>• actively use an FNB merchant device to accept payments within the designated market; and</li> <li>• process at least 240 (two hundred and forty) successful transactions on your FNB merchant device over the competition period.</li> </ul>
<b>What is the incentive/prize?</b>	5 (five) participants will be selected, over a period of 3 (three) months, to win 1 of 5 EcoFlow DELTA 2 Portable Power Stations.
<b>Is there a limit on the number of times you can enter?</b>	Yes, only 1 (one) submission per qualifying vendor.
<b>How will winner(s) be chosen?</b>	The winners will be chosen by random draw.
<b>How will winner(s) names be announced?</b>	Winners will be contacted by telephone or email.
<b>Deadline for claiming prize(s):</b>	Within 5 (five) months of being notified of having won the prize.
<b>Questions about these rules:</b>	If you have any questions about these rules, you can contact the 24/7 Business Help Desk on: 0877 FNB 247.

**GENERAL RULES THAT APPLY:**

**IMPORTANT:**

- You hereby indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the competition rules. This means that you agree to reimburse the promoter(s) for the following: any loss or damage they may 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 and hold harmless the promoter(s) 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 at 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 undertake to 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; 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 competition.
- 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 competition.
- 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) entry 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 competition 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 competition at any time. If this happens, you hereby waive (give up) any rights that you may have about this competition 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 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 these rules, it will be inclusive of the first day and exclusive of the last day.
- 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, 3<sup>rd</sup> Floor, No. 1 First Place, Bank City, Cnr Simmonds and Pritchard Streets, Johannesburg, 2001.
- This competition 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 Policy.