



Online Share Trading (OST) Survey July 2023

Competition rules

Date these rules were first published: 05 July 2023

Date these rules were last changed: 05 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 by these competition rules.

Competition Name:	<i>Online Share Trading (OST) survey July 2023</i>
Promoter(s) Name(s):	<p>The promoter of this competition is FNB Share Investing, a business unit within First National Bank (FNB), a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 ("FNB") and FNB Stockbroking and Portfolio Management (Pty) Ltd, a legal entity within FNB Wealth & Investments which is a pillar within the Retail Segment, within First National Bank (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)", "we" or "FNB". We refer to participants and winners as "you".</p>
Aim of Initiative	<p>We place our clients at the center of everything we do and that's why it's vital we measure and improve our customer experience. In the spirit of continuously improving our services to help our clients better, we request that you complete the short survey. By participating in the survey, you stand a chance to win one of three R1000 prizes. The R1000 will be transferred into an existing FNB investment product of the client's choice.</p>
Competition Period	<p>The competition will commence on 15 July 2023 and end 11 August 2023.</p>
Winners announced on:	<p>The winner will be contacted via email using the details provided when entering the Competition. The winner will be contacted within 60 (sixty) days of the end of the Competition Period. The winner may be requested to take part in our publicity campaign for the Competition. The Winner, however, may refuse to do so by letting the promoter know via email in response to mail from us.</p>
Eligibility: Who qualifies to take part?	<p>This campaign is open to all FNB Share Investing and FNB Stockbroking and Portfolio Management clients with an active account which is in good standing. If you enter the competition, you must adhere to the qualifying criteria as stipulated herein.</p>



<p>Who cannot take part / win the prize / accept delivery or take up the prize?</p>	<p>The following persons may not take part in this competition, submit a competition entry, win a prize and/or accept delivery of the prize or take up the prize when it becomes due (e.g. an event or travel related prize), even if they qualify to take part - they will forfeit (give up) any prizes awarded to them:</p> <ul style="list-style-type: none"> a) Any directors or their spouses/partners/children of the promoter(s); b) Any of the Exco Members of the relevant business unit / segment and First National Bank; c) Any staff who is involved with the organisation (which includes but is not limited to designing, running and overseeing) the competition; d) 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 FirstRand Bank 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. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings. Legal process however excludes debt review as contemplated in S86 of the National Credit Act 2005.</i>)
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<p>How to enter?</p>	<p>To enter the competition the following process needs to be followed:</p> <p>You must be an existing investor and have an existing Share Investing/Stockbroking or Share Portfolio with the Promoter.</p> <p>You must complete the online survey before 11 August 2023 and complete the contact details section on the survey to enter the FNB draw.</p> <p>Three random prize winners will be drawn within 60 (sixty) days of the end of the Competition.</p> <p>The prize of R1,000 (one thousand Rand) will be deposited into your existing Share Investing/Stockbroking or Share Portfolio by the Promoter within 60 (sixty) working days after the competition period has ended.</p> <p>The above investment is subject to the terms and conditions of the Promoters Share Investing / Stockbroking or Share Portfolio solutions.</p>
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	<p>The Promoters terms and conditions may be found at the FNB Online Banking > About FNB + Legal FNB will only process the personal information so received in relation to this competition. Entrants voluntarily provide their own personal information to take part and agree to adhere to the qualifying criteria.</p>
Is there a limit on the number of times you can enter?	Single entries only
What are the prizes?	Three prizes of R1 000 which will be deposited into your existing Share Investing / Stockbroking or Share Portfolio account.
How will winner(s) be chosen?	Random selection of survey participants
Questions about these rules	Should you have any queries related to the above competition you may engage directly via e-mail to wealthandinvestments@fnb.co.za
Tax implications for incentives	<p>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 (if applicable) due to you for participating in this competition.</p> <p>You agree that you will not hold FNB or FirstRand Bank Limited ("the Bank") liable and you hereby 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-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 and eBucks rewards or the charges in respect thereof.</p>
Intellectual Property	<p>IMPORTANT IP WARRANTY:</p> <p>You warrant that, to the best of your knowledge, the entry material submitted was not substantially copied from another person/source and/or the idea(s) or any part thereof do not form part of an applied for or registered South African patent or design.</p> <p>TRANSFERRING OWNERSHIP OF THE IP IN THE IDEAS, IF ANY, TO FNB</p> <p>All ideas submitted, regardless of whether it is the winning idea, may be implemented by us, including the potential implementation thereof across the FirstRand Group.</p> <p>The sharing of ideas in terms of this Competition is voluntary and we have the right to use the idea for any purpose we deem fit, without any limitation and/or</p>



	<p>restriction. The entrants waive any right, including any moral rights, in and to the ideas submitted and any solution that may result from such ideas.</p> <p>Accordingly, FNB will be the sole owner of all right, title, and interest, if any, in the idea and any solution that may result from the idea, including, but not limited to, any and all rights in copyright, patent, trade secret, trade mark, industrial design and all other intellectual property rights. If required, you agree to complete the documentation necessary to give FNB these rights. This will apply forever and throughout the world. You will give FNB all the rights to your idea even if the following applies: (1) your idea has nothing to do with your normal employment duties; or (2) your idea was not created at work; or (3) your idea was not created using FNB's infrastructure, equipment or facilities.</p>
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	<p>NO COMPENSATION OTHER THAN THE CHANCE TO WIN THE PRIZE</p> <p>You agree that FNB will not compensate you for giving up your rights in the idea. Other than standing a chance to win the prize as described in the competition rules, FNB will not pay you for the idea or any expenses you incurred. No new contractual relationship between you and FNB will be created unless FNB agrees to this in writing.</p> <p>IDENTICAL OR SIMILAR IDEAS</p> <p>It is quite possible that someone else will submit an identical or similar idea to yours during the Competition period. As a result, you acknowledge that you may only participate in the competition if you hereby release FNB from all liability (legal responsibility) to you if FNB awards the prize to a person who submitted an identical or similar idea to yours. FNB will NOT become involved in any disputes between you and any other person concerning your idea and the prize.</p>
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GENERAL RULES THAT APPLY:

- You may not send any emails that are derogatory or harmful to the promoter(s) or any other person. By sending any ideas you warrant to the promoter(s) that you are the sole creator, designer, author or owner of the idea and that you have the right to submit the idea.
- You may not misuse the competition in any way. This includes sending content for commercial purposes or distributing spam or malicious code.
- Emails must not contain any content that is normally prohibited by the FirstRand Group, such as explicit or offensive content.
- You may not attempt to do anything to change the outcome of the competition in any way. If the competition involves voting, you may not vote for yourself. Automated or bulk entries will be disqualified.



- You agree that the promoter(s) have the absolute discretion to decide if your actions constitute any of the actions prohibited above and to end your participation in the competition immediately and take appropriate legal action against you.
- 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 prizes cannot be swapped for cash or a different prize

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. This 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 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 competition 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 (natural or legal), if such loss, damage or expense was incurred because you: a) breached the competition rules; or b) took part in this competition; or c) any person used a prize.**
- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
 - 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 amend these competition rules and/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 or claims against the promoter(s).
 - 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.
 - This competition and its rules will be governed by the law of the Republic of South Africa regardless of where you live or work, or where or how you enter.