

PERSONAL SEGMENT 'SUPPORT THE BOKS IN FRANCE' COMPETITION RULES – July 2023

Date these rules were first published: 21 July 2023
Date these rules were last changed: n/a

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:	Personal Segment 'Support the Boks in France' Competition – July 2023
Promoter(s) Name(s):	The promoter(s) of this competition is FNB.
Promoter(s) Name(s):	
	FNB refers to First National Bank, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06.
	In these rules, we refer to the above promoter(s) as "the promoter(s)" or "FNB". We refer to participants and winners as "you".
Entries open and close:	Entries open at 08h00 on 21 July 2023 and close at 23h59 on 10 August 2023.
	The promoter(s) reserves the right to extend the competition. Notice of this will be posted in these rules.
Who cannot take part?	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:
	a) Any employee of the promoter(s).
	b) Any director, member, partner, agent of, or consultant of the promoter(s).
	c) Any other person who is directly or indirectly controls the promoter(s).
	d) Any supplier of goods and services in connection with this competition.
	e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.
	f) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. This means that none or 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.

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.

How to enter and qualifying criteria?

Entry into this competition is automatic for all FNB Personal Segment customers i.e customers who hold Easy PAYU, Easy Smart, Aspire Current, Fusion Aspire, Aspire Encore, Aspire Credit card accounts and who meets the qualifying criteria below.

There are 3 ways to enter:

1) Open an FNB Tax-Free savings account* on the FNB App and fund it with a minimum deposit of R300

AND

Set up a scheduled transfer or debit order, on the FNB App, into your FNB Tax-Free savings account for at least R300 per month, during the competition period (21 July 2023 – 10 August 2023)

- 2) Current FNB Tax-Free savings account* customers to set up a scheduled transfer or debit order, on the FNB App, into your FNB Tax-Free savings account for at least R300 per month, during the competition period (21 July 2023 10 August 2023).
- 3) Current FNB Tax-Free savings account* customers that have already reached a yearly contribution amount of R36 000**, by the end of the Competition period, will be automatically entered into the competition and will <u>not</u> be required to set up a scheduled transfer or debit order.

*You can open any of these FNB Tax-Free Savings Accounts to qualify: Tax-Free Cash Investment, Tax-Free Shares and/or Tax-Free Unit Trust.

**Please take note that your maximum yearly contribution amount is R36 000 and lifetime limit is R500 000 and note: Limits apply to the amount you can contribute to all your Tax-Free savings products (collectively) in a given tax year and over your lifetime. You are allowed to contribute a maximum of R36 000.00 (Thirty-Six Thousand Rand) each tax year into your Tax-Free Savings Account(s) and R500 000.00 (Five Hundred Thousand Rand) over your lifetime. You are responsible for monitoring and ensuring that you do not exceed the annual or lifetime limits imposed by section 12T of the Income Tax Act, 1962 across all your Tax-Free Savings product choices. Please ensure that you familiarise yourself with the legal requirements pertaining to a tax-free savings account as penalties will apply to any contribution that exceeds the limits which you will be responsible for. The FNB Tax-Free Cash Deposit Product Rules can be found at www.fnb.co.za under 'About FNB + Legal' and then under 'Product Terms and Conditions'.

At the time of winning the competition (winner selection by the promotor), you must:

- a) reside in South Africa and be a SA tax resident in South Africa;
- b) have a valid passport; and
- c) have a valid Schengen VISA OR you must be willing to submit a Schengen VISA application and follow the process; and
- d) be 18 years or older.

The promoter(s) reserves the right to either change or waive the eligibility criteria.

If the selected winners' Schengen VISA applications are declined, FNB reserves the right to select an alternative winner.

Is there a limit on the number of times	One entry per customer
you can enter?	
What is the prize?	5 winners plus their partners will each receive*: - a trip to Paris, France to support the Springboks on 23 September 2023 - return flights from ORT, Johannesburg to CDG, Paris - for customers that do not reside in Gauteng, flights to and from ORT, Johannesburg - accommodation for 3 nights inclusive of daily breakfast, transfers as per the itinerary activities mentioned in the scheduled program itinerary, 2 restaurant dinners and 1 late lunch - the Schengen VISA application fee will be covered by FNB - travel insurance cover
	The prize *excludes: - Any meal, event and/or activity outside of the scheduled program itinerary - Hotel incidentals (e.g. phone, mini-bar, laundry, etc.) - Any applicable taxes - Any travel costs incurred during the VISA application process (if applicable) - Any travel costs incurred by the winner that are not part of the itinerary
Deadline for claiming prize(s)	31 August 2023
How will winner(s) be chosen?	FNB will be conducting the draw. 5 winners from the eligible entries will be chosen by random draw on or by 15 August 2023 . If the selected winners' Schengen VISA applications are declined, FNB reserves the right to select an alternative winner. FNB reserves the right to postpone the competition draw date to another date should the need arise.
How and when will winner(s) names be announced, and prize details communicated?	Winners will be contacted directly via phone call first, followed by email communication on or by 18 August 2023. FNB reserves the right to postpone the communication date to the winners should the need arise. Please note: While prize winners may be asked to take part in publicity for the competition, including the use of their images, prize winners have the right to refuse to do so.
Questions about these rules	For any queries related to this competition, please contact Qaqamba Godlo at qgodlo@fnb.co.za.

General Rules

IMPORTANT - PRIVACY MATTERS

Participants in this competition understand and agree that for us to offer this competition, we may collect and use personal information about participants. This personal information may include your first name, last name, email address, mobile number, ID number and in certain instances your image. For more information about the FirstRand Group, our solutions and your privacy, go to our website and/or your FNB App to view our **FirstRand Customer Privacy Notice**.

IMPORTANT - LIABILITY

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 received or used any benefit or prize. If you enter yourself, or accept or use the prize or any benefit, 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 accepted or used any benefit or prize.

We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.

- If FNB is not able to get hold of you after making reasonable efforts to do so, FNB can award the prize to someone else. If you don't claim your prize on time, you will lose your right to any prize.
- If you are in breach of these rules, you will be disqualified and you will lose your right to any prize(s).
- 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.
- You must collect your prize before the deadline. You must be able to provide proof of your identity.
- If required, FNB may need to change the prizes.
- The promoter(s) have the right to 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. 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.
- If the prize involves international travel, you must have a valid passport and obtain the necessary Visas. FNB is not responsible if you cannot arrange this on time. You must arrange your own insurance and are responsible for any other expenses or costs not specifically included as part of the prize.
- The advertised dates and times of prizes involving travel or tickets to events cannot change. The prize will
 not include the cost of transport, accommodation, spending money or food, unless otherwise stated and
 agreed. This means you will be responsible for organising and paying for your own transport to the venue,
 accommodation, food and spending money.
- 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.
- 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.
- 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.
- 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 to this competition regardless of where you live or work, how or where you enter.

IMPORTANT - 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 or eBucks rewards.

You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards or eBucks rewards due to you for participating in this competition.

You agree that you will not hold us or FirstRand Bank Limited ("the Bank") liable and you hereby fully indemnify us and/or the Bank, and hold us and/or the Bank completely harmless, against all damages, claims and fines made against you us and/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.