

FNB OpenView campaign

PROMOTION RULES

Date these rules were first published:

Date these rules were first published 16 November 2022

Dates these rules were last amended: 21 February 2023

Each participant is advised to read the promotional rules carefully. These promotional rules ("rules") explain your rights and duties in connection with this promotion. If you take part in this promotion by default and/or accept any prize, these rules will apply to you and you agree that the promoter(s) can assume that you have read and agreed to be legally bound by these promotional rules.

Promotion Name:	OpenView campaign										
Promoter(s) Name(s):	<p>This Promotion is run by FNB-eBucks ("eBucks"), a business unit within First National Bank, a division of FirstRand Bank Limited (Registration No. 1929/001225/06) ("FNB") an Authorised Financial Service and Registered Credit provider, having its principal place of business at 10th Floor, FNB Place, First National Bank, Bank City, 30 Diagonal Street, Johannesburg, Gauteng, South Africa, 2000.</p> <p>In these rules we refer to the above promoter(s) as "the promoter(s)", or "us" or "we". We will refer to participants as "you".</p>										
Promotion period begins	This promotion starts 1 December 2022										
Promotion period ends	The promotion will end on 30 April 2023										
Offer & Qualifying Criteria	<p>Earn up to 50% off an OpenView decoder purchased at Checkers Hyper stores nationwide.</p> <p>Voucher codes to be sent in the form of a unique voucher code. Customers will receive the vouchers via the FNB App:</p> <ul style="list-style-type: none"> The voucher will be loaded on the App The Customer will receive an In-App push message to let them know about the voucher <p>Qualifying Criteria :</p> <p>Customer must meet all three qualifying criteria in order to qualify for the voucher.</p> <p>Qualifying criteria per category:</p> <table border="1"> <thead> <tr> <th colspan="2">25% discount on an OpenView decoder</th><th>50% discount on an OpenView decoder</th></tr> </thead> <tbody> <tr> <td>Salary not deposited into FNB account</td><td>Salary deposited into FNB account</td><td>Salary deposited into FNB account and 60% of your credit according to the credit bureau is with FNB</td></tr> <tr> <td>1. Switch your salary to FNB</td><td> <p>1. Deposits into FNB account for the last 3 months:</p> <ul style="list-style-type: none"> FNB Easy PAYU = R1000 over 3 months FNB Easy Smart = R1000 over 3 months </td><td> <p>1. Deposits into FNB account for the last 3 months:</p> <ul style="list-style-type: none"> FNB Easy PAYU = R1000 over 3 months FNB Easy Smart = R1000 over 3 months FNB Aspire account = R5500 </td></tr> </tbody> </table>		25% discount on an OpenView decoder		50% discount on an OpenView decoder	Salary not deposited into FNB account	Salary deposited into FNB account	Salary deposited into FNB account and 60% of your credit according to the credit bureau is with FNB	1. Switch your salary to FNB	<p>1. Deposits into FNB account for the last 3 months:</p> <ul style="list-style-type: none"> FNB Easy PAYU = R1000 over 3 months FNB Easy Smart = R1000 over 3 months 	<p>1. Deposits into FNB account for the last 3 months:</p> <ul style="list-style-type: none"> FNB Easy PAYU = R1000 over 3 months FNB Easy Smart = R1000 over 3 months FNB Aspire account = R5500
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	2. Update family details on App	2. Update family details on App	2. Update family details on App	
	3. Registered on the FNB APP	3. Registered on the FNB APP	3. Registered on the FNB APP	
<p>The voucher is valid from date of issue until 31 July 2023, customer must redeem the voucher by 31 July 2023.</p> <p>The voucher can only be redeemed at Checkers Hyper stores.</p> <p>**FNB aspire fusion account excluded</p>				
Campaign Rules	<p>Vouchers are not redeemable for Cash.</p> <p>Vouchers can only be redeemed in one transaction.</p> <p>Lost or stolen vouchers will not be replaced or refunded.</p> <p>We reserve the right to cancel a voucher should we suspect any fraudulent activity has occurred.</p> <p>Vouchers are valid for the campaign period only.</p>			
Is there a limit on the number of times you can enter/redeem?	Customers can only qualify for the offer once and the voucher will allow the customer to redeem an OpenView decoder once-off (single use).			
Eligibility: Who qualifies to take part?	<p>This promotion is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older at the time of entry who holds the below FNB Transactional accounts:</p> <ul style="list-style-type: none"> FNB Easy PAYU account FNB Easy Smart account FNB Aspire account 			
Data Usage and Privacy Policy	<p>Participants in the promotion understand and agree that, in order to offer the promotion, we may collect and use personal information about participants. This personal information may include participants' first name, last name, ID number, email address, mobile number and in certain instances your image. Personal data, which participants provide when they enter the promotion, may, subject to prevailing law, be used for future marketing activity, unless you notify us that you wish to opt out of receiving such marketing communications. We will treat your information in total confidence and will not sell, share or rent this information to any other third parties. We may disclose information if required to do so by law or if it is required to protect the safety, rights or property of FNB, our members, customers or the public</p>			
General	<p>In the event of circumstances outside the reasonable control of the promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion and only where circumstances make this unavoidable, the promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.</p> <p>The promoter reserves the right to verify all participants - including but not limited to enquiring as to the address and identity details, and may refuse entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotional entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion. The promoter will be the final arbiter in any decisions, and these will be binding, and no correspondence will be entered into in relation this clause</p>			

	<p>No correspondence will be entered into regarding either this Promotion or these rules. In the unlikely event of a dispute, eBucks' decision shall be final. eBucks reserves the right to amend, modify, cancel or withdraw any aspect of this Promotion in its sole discretion at any time without notice or liability. eBucks cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. The laws of the Republic of South Africa govern this Promotion. If any provision or part of these rules is deemed void or otherwise unenforceable in law, then that provision or part shall be deemed excluded and the remainder of these rules shall remain in force. Any violation of these rules will result in the immediate disqualification of the transgressing participant from the Promotion. Participants may be invited to participate in Public Relations activities and other marketing and social media advertising initiatives as organized by FNB as a result of this Promotion however, participants reserve the right to refuse such participation. We will not be held liable for any misrepresentation caused due to a copy error, typing error and/or omission that may occur on any of our Promotion material.</p>
Rule Amendments	<p>These Rules cannot be modified or superseded except by FNB, in its reasonable discretion, in a written revision to these Rules posted on the FNB website and, at FNB' sole discretion, using other potential official Promotion communication methods reasonably calculated to reach a majority of potential participants. A copy of these Rules can be found on the FNB website</p>
Contact for Enquiries	<p>eBucks Contact Center: 087 320 3200 Standard call rates apply</p>

IMPORTANT

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the promotion 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 promotion or received or used the allocation. If you enter yourself, or accept or use the allocation, 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 promotion or accepted or used the allocation.
- 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 you: a) breached the promotion rules b) took part in this promotion or c) and such person accepted or used the allocation.

GENERAL RULES

- These rules were drafted with the TCF and FNB's Fair Market Conduct principles. Under the provisions of POPI, FNB will reserve the right to collect information and use for marketing purposes, if deemed necessary.
- Unless the promoter(s) say otherwise you must be at least 18 years old to enter.
- The Promotional Award may not be sold or given to someone else.
- The Promotor' decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the Promotor.
- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any reward(s).
- You are responsible for the tax associated with using or accepting any reward.
- You may not attempt to do anything to change the outcome of the promotion in any way.
- The promoter(s) have the right to end this promotion at any time. If this happens you agree to waive (give up) any rights that you may have about this reward and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the promotion. The promoter(s) can change the rules of the promotion throughout the duration of the promotion. 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, 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 promotion 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.

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 us, 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.

