

## Terms and Conditions FNB Connect Prepaid Electricity Competition 2023

Date first published: 02 October 2023

Read these rules ("rules") carefully. These rules explain your rights and duties under the FNB Connect Service Provider Prepaid Electricity Competition. 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 rules. These rules are to be read together with eBucks Terms and Conditions as well as any other FNB Terms and Conditions (including promoter product and / or services Terms and Conditions) applicable and available on fnb.co.za, that may be applicable to your relationship with us. FNB reserves the right to amend these rules, modify prices and products, rates and charges at any time. Please note that you will be notified prior to such amendment and such changes will be published on our website fnb.co.za.

Competition Name:	FNB Connect: Prepaid Electricity Competition 2023
Promoter(s) Name(s):	This competition is run by FNB Connect, a business unit within First National Bank, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 ("FNB").
	In these rules we refer to the above promoter(s) as "the promoter(s)", or "us" or "we".
	We will refer to participants and winners as "you" or "the customer".
Competition Period:	This Prepaid Electricity Competition shall commence at 00:00 on 02 October 2023 and terminate at 23:59 on 07 January 2024 ("Competition Period").  The promoter(s) reserve the right to extend or terminate the Competition Period. Notice of any change to this effect will be posted in these rules as amended and will be published on fnb.co.za.
Participation and Qualifying Criteria:	<ul> <li>You must be a legal resident of South Africa or a South African citizen, who currently resides in the Republic of South Africa and who:         <ul> <li>i) is a natural person or the holder of an FNB transactional bank account;</li> <li>ii) is in possession of valid, acceptable proof of identification;</li> <li>iii) is not excluded in the categories of people listed below who cannot take part.</li> </ul> </li> <li>You must have been KYC'd (Know Your Customer) and verified by the Bank.</li> <li>Transactions from any qualifying FNB transactional account, which account is in good standing, will be valid.</li> <li>"Transactions" means that you must buy/purchase prepaid electricity for any of the participating municipalities as listed below from any one of the participating FNB digital channels (as listed below):</li> <li>"Transactions" means that you must buy/purchase prepaid electricity using either Rand value or eBucks.</li> <li>By entering into this competition, you warrant that you do not fall into any of the excluded categories of people, mentioned below.</li> <li>For the purposes of this competition, participating municipalities include the following:         <ul> <li>Amahlathi Local Municipality</li> </ul> </li> </ul>



- 2. Capricorn District Municipality
- 3. Cederberg Local Municipality
- 4. Chief Albert Luthuli Local Municipality
- 5. Dawid Kruiper Local Municipality
- 6. Dr Pixley Ka Isaka Seme Local Municipality
- 7. Elundini Local Municipality
- 8. Emthanjeni Municipality Local Municipality
- 9. Endumeni Local Municipality
- 10. Great Kei Local Municipality
- 11. Greater Tzaneen Local Municipality
- 12. Hantam Local Municipality
- 13. Hessequa Local Municipality
- 14. Inkosi Langalibalele Local Municipality
- 15. Joe Morolong Local Municipality
- 16. Kamiesberg Local Municipality
- 17. King Sabata Dalindyebo Local Municipality
- 18. KwaDukuza Local Municipality
- 19. Lekwa-Teemane Local Municipality
- 20. Makhado Local Municipality
- 21. Mkhondo Local Municipality
- 22. Mogalakwena Local Municipality
- 23. Msunduzi Local Municipality
- 24. Naledi Local Municipality
- 25. Nguthu Local Municipality
- 26. Raymond Mhlaba Local Municipality
- 27. Renosterberg Local Municipality
- 28. Ulundi Local Municipality
- 29. Umdoni Local Municipality
- 30. uMkhanyakude District Municipality
- 31. uMlalazi Local Municipality
- 32. Umuziwabantu Local Municipality
- 33. Umvoti Local Municipality
- 34. Walter Sisulu Local Municipality
- For the purposes of this competition, FNB digital channels include the following:
  - o FNB App
  - Online Banking
  - FNB Cellphone Banking (\*120\*321#, \*120\*277#,)
- The following channels are excluded from this competition:
  - o ATM
- This competition is not available on OBE (fnb.co.za and FNB.mobi) for Business Enterprises.
- For the purposes of this competition, qualifying FNB transactional bank accounts include the following:
  - o FNB eWallet
  - FNB Easy PAYU Account,
  - o FNB Easy Zero Account,



	<ul> <li>FNB Smart Wallet Account,</li> </ul>
	o FNB Easy Smart Account,
	<ul> <li>FNB Islamic Easy Smart Account,</li> </ul>
	<ul> <li>FNB Aspire Current Account,</li> </ul>
	<ul> <li>FNB Fusion Aspire Current Account,</li> </ul>
	<ul> <li>FNB Encore Aspire Current Account,</li> </ul>
	<ul> <li>FNB Premier Current Account,</li> </ul>
	<ul> <li>FNB Fusion Premier Current Account,</li> </ul>
	<ul> <li>FNB Private Clients Current Account,</li> </ul>
	<ul> <li>FNB Fusion Private Clients Current Account</li> </ul>
	<ul> <li>FNB Fusion Private Wealth Current Account,</li> </ul>
	<ul> <li>FNB Private Wealth Current Account,</li> </ul>
	<ul> <li>FNB Islamic Current Account,</li> </ul>
	<ul> <li>FNB Business Account (Gold and Platinum only),</li> </ul>
	o FNB First Business Zero.
How this Competition works?	i) Customers must purchase prepaid electricity of any amount (minimum
and competition works.	purchase limits per channel apply), within the Competition Period.
	ii) Each transaction will gain you an entry into the draw.
	iii) Reversed qualifying purchases will be disqualified and will not be
	regarded as an entry.
	iv) A customer is not eligible to win either of the prizes more than once.
	v) eWallet customers qualify for prizes if the transaction was self-initiated,
	and which is linked to the customers inContact.
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IMPORTANT DATES AND TIMES:	
Draws:	During each month of the Competition Period, qualifying purchases will be entered into the draw for the grand prizes (1 (one) draw per month).
	1. Month 1: 00:00 02 October 2023 to 19 November 2023 23:59 2. Month 2: 00:00 20 November 2023 to 07 January 2024 23:59
	Grand prize draws will occur by way of system generated draws and will take place on the following dates, unless specified otherwise:
	1. Month 1: Draw date 22 November 2023
	2. Month 2: Draw date 17 January 2024
The Drize:	The grand prizes will be awarded monthly as follows:
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The Prize:	5x UPSes (MECER 2000VA LINE INTERACTIVE UPS + POWER CABLE)
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The Prize:  Eligibility who qualifies to take part?	<ul> <li>5x UPSes (MECER 2000VA LINE INTERACTIVE UPS + POWER CABLE)</li> <li>5x eB10000 vouchers (only customers with eBucks accounts are eligible to win eBucks)</li> <li>Please note that by participating in the Prepaid Electricity Competition, you also agree to be bound by eBucks Terms and Conditions which may be accessed on fnb.co.za as well as applicable prepaid electricity Terms and Conditions.</li> <li>Any FNB customer holding an FNB transactional bank account (private individual)</li> </ul>
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	<ul> <li>Where participants are under the age of 18 (eighteen), parental or legal guardian consent and assistance will be required for acceptance of the prize, and for acceptance of these terms and conditions.</li> <li>Only customers with an eBucks account are eligible to win eBucks (winners of the eBucks will need to have an eBucks account in order to be able to be awarded with the stipulated eBucks amount and be able to use it). You agree to be bound by the eBucks Terms and Conditions.</li> </ul>
Who cannot take part?	The following persons may not take part in this competition and may not win prizes even if their names are entered in the draw in error. They will forfeit (give up) any prizes that may have been 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 directly or indirectly controls the promoter(s).
	d) Any supplier of goods and services in connection with this competition.
	e) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. This means that even if you were allowed to take part in the competition because you met all the other criteria, FNB has the right to withhold a prize from you.
	"Good standing" means that none or your FNB and FirstRand Bank accounts and credit agreements are overdrawn, or in arrears, or in default, or are 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. Legal process includes, but is not limited to collection, liquidation, and sequestration proceedings. Legal process does not include debt reviews allowed under S86 of the National Credit Act No 34 of 2005".
	f) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, d or e above.
Is there a limit on the number of times you can enter?	Once a customer has won a grand prize, the customer will no longer be eligible for another grand prize for the Competition Period.
How will winner(s) be chosen?	Winners will be chosen from customers who purchase prepaid electricity for any of the stipulated participating municipalities.  • Winners of the grand prizes will be selected randomly by an electronically generated draw which shall take place in the presence of a Risk and/or Legal and/or Compliance officer.
How will the winners be notified and announced?	eBucks winners will be notified by either a Short Text Message (SMS) or App push notification (if they are registered on the FNB App), and subsequently have the eBucks amount credited into their eBucks account.



	<ul> <li>UPS winners will be notified by either a Short Text Message (SMS) or App push notification (if they are registered on the FNB App), and then be contacted on their cell phone number. Where the Promoter cannot reach the customer on the numbers the customer has provided, after the 3rd attempt, the customer will forfeit (give up their right to) the prize, and another name will be drawn. In the event that the winner is either not contactable or in the event that the winner rejects, forfeits or declines acceptance of the Prize, the Prize shall be awarded to the next drawn name.</li> <li>In order for a winner to receive a grand prize of a UPS, the following information must be provided to the FNB calling agent so that delivery can be arranged:         <ul> <li>(a) Full name &amp; surname;</li> <li>(b) Cellphone number;</li> <li>(c) Delivery address;</li> <li>(d) ID number.</li> </ul> </li> <li>Failure to provide the abovementioned information will result in the winner forfeiting his/her grand prize.</li> <li>Where, winners agree to participate in publicity events related to the competition, they will not be entitled to receive any payment for participating in any publicity events related to this competition, or for participating in any media format or appearances associated with this competition.</li> </ul>
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Questions about these rules:	Email us on Prepaid.Tier3@fnb.co.za or call 087 575 9405 (Standard network rates apply) for any questions or queries related to the rules or Competition in general.

## **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.
- Under this entire clause "indemnify" 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 the Competition, 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 furthermore agree to indemnify the promoter(s) fully for any loss, damage, claim, or injury that may occur because of the use of the prize or your inability to use the prize for any reason. This includes, but is not limited to, injury, loss, death or financial damages caused to any person other than yourself.
- It is your responsibility to ensure that the vehicle/device is insured accordingly against loss, damage and theft. You will carry the risk if the vehicle/device is lost, damaged or stolen, once it is delivered to you.



- You therefore agree that you cannot hold the promoter(s) legally responsible for any loss or damage or legal expenses or medical expenses you suffered caused because you 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 (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; and/or
- c) you or any person used a prize.
- FNB will not be held responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- You agree that your participation in the Competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- If an FNB representative is unable to get hold of you after making reasonable efforts to do so, you will lose your prize and the judges may award it to someone else.
- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any prize(s).
- We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prizes in respect of the Competition. You are fully responsible for any tax implications arising from or associated with the receipt, transfer or spend of any prizes. You agree that you will not hold Us, FNB or FirstRand Bank Limited ("the Bank") liable and you 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-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 prizes or the charges in respect thereof.
- 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 you cannot appeal any decision by the judges.
- The promoter(s) have the right to end this Competition at any time or substitute or change the prizes. If this happens you agree to waive (give up) any rights that you may have in this Competition and agree that you will have no rights (legal recourse) 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 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 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.