

The Entertainer App: Waived Annual Subscription Fee for FNB customers

OFFER RULES

Date these rules were first published: 02 January 2020

Date these rules were last changed: N/A

Read these rules carefully. These rules explain your rights and duties in connection with this Offer. If you take part in this Offer and/or accept any voucher, 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.

Offer Name:	The Entertainer App: Waived Annual Subscription Fee for FNB customers
Promoter(s) Name(s):	This Offer is run by FNB-eBucks, a business unit within FirstRand Bank Limited Registration No. 1929/001225/06 ("eBucks") having its principal place of business at 10th Floor, FNB Place, First National Bank, Bank City, 30 Diagonal Street, Johannesburg, Gauteng, South Africa, 2000, in collaboration with The Entertainer Media and Publishing (Pty) Ltd. The person responsible for conducting the Offer on behalf of eBucks is Patricia Pswayi, a Partner Growth Manager at eBucks. 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".
Legal information specific to the Offer	<ul style="list-style-type: none">• This offer is valid for FNB/RMB customers who are eBucks Rewards Members.• To access and start using the App, you need to have the latest version of the FNB/RMB app installed.• The promotions available on the App cannot be combined with any other current promotion.• The offer is not valid on public holidays and minimal exclusion days as listed on the Entertainer website.• The Entertainer website and/or mobile application is operated by The Entertainer Media and Publishing (Pty) Ltd.• FNB/RMB customers will have access to The Entertainer App at no cost, with offers and discounts available in the following regions: Durban, Cape Town and Johannesburg/Pretoria.• Additionally, customers can access and use The Entertainer app at no cost when traveling abroad to the UK.
Offer opens:	The Offer starts on 2 January 2020
Offer closes:	The Offer ends on 30 December 2020. The promoter(s) reserve the right to extend or shorten the Offer by amending these rules.
Eligibility: Who qualifies to take part?	This Offer is open to all FNB/RMB Private Banking customers who are members of the eBucks Rewards Programme, legal residents of the Republic of South Africa who are natural persons, 18 years of age or older at the time of taking up the Offer.
How to participate?	<ul style="list-style-type: none">• To access and start using the App, you need to be an eBucks Rewards Member and have the latest version of either the FNB or RMB app installed.• Customers who registered for The Entertainer during 2019 will be automatically renewed, and will not need to re-register or follow any additional steps to register for The

	<p>Entertainer in 2020.</p> <ul style="list-style-type: none"> • Customers can then follow these steps to register: <ol style="list-style-type: none"> 1. Log in to the FNB App on their smartphone. 2. Select the Entertainer App icon under the eBucks Rewards tab and follow the prompts to register. • Next Steps: <ol style="list-style-type: none"> 1. Customers will receive a welcome email from The Entertainer along with login details within 24 hours. 2. Customers will need to download The Entertainer App from the Google Play Store or the Apple App Store. 3. Customers will need to log in to The Entertainer App and accept their terms and conditions. • For a customer to view their free subscription once they have successfully logged in: <ol style="list-style-type: none"> 1. Select My Profile. 2. Select Preference. 3. Select My Products under My History <p>Please note:</p> <ul style="list-style-type: none"> • FNB will not be liable for any problems or issues that you may encounter when trying to redeem an offer on The Entertainer app. Any complaints regarding redemption, usage or utilisation of the offers on The Entertainer App must be taken up with The Entertainer directly.
<p>Products to which the Voucher is Applicable (“vouchered item”):</p>	<p>This offer is only valid for the waiver of the annual fee of R 790 per region (Johannesburg/Pretoria, Durban, Cape Town and the UK) from 2 January to 30 December 2020.</p>
<p>Data Usage and Privacy Policy</p>	<p>Participants in the Offer understand and agree that, in order to offer the Offer, eBucks may collect and use personal information about participants. This personal information may include participants’, first name, last name, email address, mobile number and in certain instances your image. Personal data, which participants provide when they participate in the Offer, may, subject to prevailing law, be used for future eBucks marketing activity, unless you notify eBucks that you wish to opt out of receiving such marketing communications. eBucks will treat your information in total confidence and will not sell, share or rent this information to any other third parties. eBucks may disclose information if required to do so by law or if it is required to protect the safety, rights or property of the eBucks, our members, customers or the public.</p>
<p>General</p>	<p>No correspondence will be entered into regarding either this Offer or these rules. In the unlikely event of any dispute, eBucks’ decision shall be final. eBucks reserves the right to amend, modify, cancel or withdraw any aspect of this Offer 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. Participants in this Offer agree that eBucks will, subject to prevailing law, have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a code, or from participation in this Offer. The laws of the Republic of South Africa govern this Offer. 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 Offer.</p>
<p>Rule Amendments</p>	<p>These rules cannot be modified or superseded except by eBucks, in its reasonable</p>

	discretion, in a written revision to these rules posted on the eBucks website (https://www.ebucks.com/web/eBucks/legal/termsandconditions) and, at eBucks' sole discretion, using other potential official communication methods reasonably calculated to reach a majority of potential participants. A copy of these rules can be found on the eBucks website at https://www.ebucks.com/web/eBucks/legal/termsandconditions .
Questions about these rules	Email us on: Patricia.Pswarayi@ebucks.com

IMPORTANT

- **You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Offer 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 means 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 Offer. If you take part in this Offer, 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 Offer.**
- **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 Offer rules; b) took part in this Offer; or c) and such person used the voucher code.**

GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified.
- You are responsible for the tax associated with using or accepting any voucher.
- The promoter(s) decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the promoter(s).
- The promoter(s) have the right to end this Offer at any time. If this happens you agree to waive (give up) any rights that you may have about this Offer and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the Offer. The promoter(s) can change the rules of the Offer throughout the duration of the Offer. 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 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 Offer 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.