

Checkers Festive Competition Rules

Date these rules were first published: 20 November 2020

Date these rules were last changed: N/A

Read these Competition rules carefully. These Competition rules (“rules”) explain your rights and duties in connection with this Competition. If you take part in this Competition 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 Competition rules.

Competition Name:	Checkers Festive competition
Promoter(s) Name(s):	This competition is run by FNB-eBucks, a business unit within First National Bank, a division of FirstRand Bank Limited (Registration No. 1929/001225/06 (“eBucks”)). 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 in collaboration with Checkers. The person responsible for conducting the promotional competition on behalf of eBucks is Bruce Gibbs 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”.
How to enter?	<ul style="list-style-type: none">To qualify for the competition, all you need to do is pay at Checkers (and Sixty60) with your qualifying FNB/RMB Private Banking card or eBucks, and swipe your Xtra Savings card, and stand a chance to win your share of 2 000 000 eBucks.
The prizes	<ul style="list-style-type: none">The prize is 2 million eBucks (R200 000). There will be 400 customers who will win R500 each (5000 eBucks) (a customer is limited to win once)The prize is not transferable to any person other than the drawn winner.The prize cannot be exchanged for cash or a different prize at the request of the winner.
Entries open:	Entries open on 20 November 2020 at 8:00am
Entries close:	Entries close on 09 Dec 2020 at 11:59:59 pm. The promoter(s) reserve the right to extend the Competition by amending these Competition rules.
Is there a limit on the number of times you can enter?	There is no limit on the number of entries. Every separate qualifying purchase from any Checkers Store (and Sixty60) using your FNB/RMB Private Bank or eBucks will count as an entry into the draw.
Winner announced on:	The winner will be announced in the week commencing 18 January 2021.
Eligibility: Who qualifies to take part?	This Competition 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 or a juristic person and is an FNB/RMB Private Banking account holder, is a member of the eBucks Rewards Programme and has a Checkers Xtra savings card. Excluding the categories of people listed below who cannot take part.
Who cannot take part?	The following persons may not take part in this Competition, will be disqualified if they do and will forfeit any prizes that may have been awarded to them: <ul style="list-style-type: none">a) Any employee of the promoter(s).b) Any director, member, partner, agent of, or consultant of the promoter(s).

	<ul style="list-style-type: none"> 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) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above f) Persons whose accounts are not in "Good standing"- <i>An account that's in good standing means it isn't overdrawn, in arrears or in default; you haven't missed a premium and you aren't undergoing sequestration, business rescue, collection or liquidation proceedings (excluding debt review proceedings). This applies to all FirstRand Bank accounts, including but not limited to FNB, Ashburton, WesBank, affiliates of WesBank and RMB Private Bank accounts.</i>
<p>How will winner(s) be chosen?</p>	<p>A random draw will take place during the week commencing on 18 January 2021 to determine the winners. The entries drawn will be checked to establish whether they meet the Competition qualifying and eligibility criteria. The random draw will be overseen by the Legal, Risk & Compliance team at eBucks. The winners will be drawn from the transactional sales data for the Competition period. Should the Competition draw be postponed to another date for any reason whatsoever, the new date will be published on the FNB Website within four days of the original draw date. The random entry drawn will be checked to establish whether it meets the Competition qualifying criteria and if so that entry will be the prize winner, subject to us being able to contact such winner within 48 (forty-eight) hours of the draw taking place. If the qualifying criteria to enter the Competition are not met, a further random draw will take place until a randomly selected, valid entry meets the eligibility criteria.</p>
<p>How will winner(s) names be announced?</p>	<p>The prize winners will be notified by eBucks via telephone in the week commencing 18 January 2021. If the prize winner cannot accept the prize for any reason whatsoever or cannot be reached through no fault of the Promoter after 3 working days, the prize will be awarded to additional participants drawn.</p>
<p>How will winners receive their prizes?</p>	<p>The winnings will be deposited into the winners' eBucks accounts.</p>
<p>Data Usage and Privacy Policy</p>	<p>Participants in the Competition understand and agree that in order to offer the Competition, we may collect and use personal information about participants. This personal information may include a participant's first name, last name, email address, mobile number and in certain instances your image. Personal data, which participants provide when they enter the Competition, 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. 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 eBucks, our members, customers or the public.</p>
<p>General</p>	<p>No correspondence will be entered into regarding either this Competition or these Rules. In the unlikely event of a dispute, our decision shall be final. We reserve the right to amend, modify, cancel or withdraw any aspect of this Competition in our sole discretion at any time without notice or liability. We 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 Competition agree that we 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 prize, or from participation in this Competition. The laws of the Republic of South Africa govern this Competition. 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 Competition.</p> <p>Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for the purpose of this competition. Winners of the competition might be asked to participate in Social media advertising, including but not limited to Twitter, Instagram and Facebook by means of high-quality photos that will be displayed on FNB's social media pages as well as in FNB Branches. Participants and winners reserve the right to refuse such participation.</p>

	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 competition material.
Tax Implications	<p>IMPORTANT NOTICE: TAX IMPLICATIONS</p> <p>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 incentive.</p> <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 due to You for participating in this incentive. 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.</p>
Rule Amendments	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 Competition communication methods reasonably calculated to reach a majority of potential participants. A copy of these Rules can be found on the FNB website.

IMPORTANT

- You agree to indemnify the promoters fully for any loss or damage the promoters may suffer because you breached the Competition rules. This means you agree to reimburse the promoters 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 promoters 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 promoters 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 promoters 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 Competition rules b) took part in this Competition or c) and such person used a prize.

GENERAL RULES

- You are responsible for the tax associated with using or accepting any prize.
- 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. If this happens you agree to waive (give up) any rights that you may have in relation to this Competition and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to vary, postpone, suspend or cancel the Competition. and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time. 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 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.
- Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. The promoters, will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not.
- To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefor, and the promoters will not increase the value of the prize/s to compensate for such charges.
- In the event of a dispute, the decision of the Competition judges and/or the promoters will be final and binding and no correspondence will be entered into.