

FNB/RMB Private Bank and eBucks ‘Spend and win a million eBucks’

CAMPAIGN AND COMPETITION RULES

Date these rules are applicable: 28 October 2019 to 31 January 2020

Date these rules were last changed: None

Read these campaign rules carefully. These campaign rules (“rules”) explain your rights and duties in connection with this campaign. If you take part in this campaign and/or accept any discount, 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 campaign rules.

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| Campaign Competition Name: | FNB/RMB Private Bank and eBucks ‘spend and win a million eBucks’ Campaign |
| Promoter(s) Name(s): | This campaign is run by FNB-eBucks Rewards, 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 FNB and/or RMB Private Bank Credit Card and FNB/RMB Private Bank Cheque card. 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”. |
| The Offers: | <p>FNB and/or RMB Private Bank and eBucks will be hosting various “weekly deals” over the campaign period, the details of which will be available on www.ebucks.com. The duration and specifics of each campaign will be contained in each weekly deal’s promotional information as listed on the offer on the eBucks website.</p> <p>In addition to the weekly deals, customers will:</p> <ul style="list-style-type: none"> • stand a chance to win the main prize of 1 million eBucks (eB1 000 000/R100 000) • a random prize from a maximum of two of the eBucks Partners every week, during the campaign period. |
| Campaign and Competition opens: | The Campaign starts on 28 October 2019 at 11:59:59 pm. |
| Campaign and Competition closes: | The Campaign will continue until 31 January 2020 11:59:59pm. The promoter(s) reserve the right to extend the campaign by amending these campaign rules. |
| Eligibility: Who qualifies to take part? | <p>This campaign is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older as well as legal entities duly incorporated in accordance with the company laws of the Republic of South Africa and who are members of the eBucks Rewards Programme and/or who are customers of FNB/RMB Private Bank.</p> <p>Your account/s must be in good standing. This means that none of your 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 FirstRand Bank. Legal process means any legal proceedings in any court of law involving you FirstRand Bank, including but not limited to: business rescue, collections, liquidation, administration and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the National Credit Act. This campaign is not open to FNB Easy customers.</p> |
| Who cannot take part? | <p>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:</p> <ol 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). c) Any other person who directly or indirectly controls the promoter(s). d) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, or c, above. |
| How to participate/enter? | <p>Qualifying FNB/RMB Private Bank and eBucks members will be able to use the campaign banners on ebucks.com to purchase any one of our weekly deals. Push notifications will also be sent via the FNB/RMB Private Banking App relating to the “weekly deals” in terms of which they will be directed to the campaign banners on ebucks.com.</p> <ol style="list-style-type: none"> 1. Once customers make a qualifying purchase at eBucks Shop, eBucks Travel and at one of our eBucks Partners, they will be automatically entered into a draw to win 1 million eBucks (eB1 000 000/R100 000) 2. Customers who purchase at the qualifying eBucks partner in that week, get an extra entry into the main competition and they qualify to enter the random prize draws. 3. If customers use scan to pay, they’ll get an extra entry into the main competition. |
| Is there a limit on the number of | No, each purchase made will count as an automatic entry into the competition. |

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| times you can enter? | |
| How will winner(s) be chosen | <p>By random draw from all eligible entries received before the closing date and time. The draw will take place on or before 14 February 2020 for the main prize and weekly draws for the weekly competition.</p> <p>The random entries drawn will be checked to establish whether they meet the competition qualifying and eligibility criteria. The random draws will be overseen by the Legal, Risk & Compliance team. The winner 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 eBucks website within 4 (four) days of the original draw date. If the eligibility and qualifying criteria are not met or if a potential winner cannot be contacted within 2 (two) days after the first attempt through no fault of eBucks, further random draws will take place for entries that meet the eligibility and qualifying criteria and these entries drawn will be assessed as aforesaid by the panel of judges to determine the final winners.</p> |
| How will winner(s) names be announced? | Winners will be announced on a dedicated page on eBucks.com |
| Deadline for claiming prizes | 28 February 2020. Should the winners fail to claim their prizes by the aforementioned date, the prizes will be awarded to entrants who came 2nd or 3rd position respectively. |
| Winners announced on | Winners will be announced by 14 February 2020 at 23:59pm for the main competition. For the weekly prize winners, winners will be contacted on the following Thursday after the purchase. |
| Data Usage and Privacy Policy | Participants in the campaign understand and agree that, to offer the campaign, we 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 enter the campaign, may, subject to prevailing law, be used for future marketing activity of the promoter(s), 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 our safety, rights or property, our members, customers or the public. |
| 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.</p> <p>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> |
| General | No correspondence will be entered into regarding either this campaign 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 campaign in its 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 campaign 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 discount, or from participation in this campaign. The laws of the Republic of South Africa govern this campaign. 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 campaign. Please note: While prize winners may be asked to take part in publicity for the competition, prize winners have the right to refuse to do so. |
| Rule Amendments | These rules cannot be modified or superseded except by us, in its reasonable 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 campaign 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 | <p>For credit card related queries, please email: commentscreditcard@fnb.co.za</p> <p>For eBucks related queries, please email: info@ebucks.com.</p> |

IMPORTANT

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

GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any discount(s).
- Unless we say otherwise you must be at least 18 to enter.
- Any discounts or offers may not be sold or given to someone else.
- Unless we say otherwise entry is restricted to one entry per person and multiple entries will be disqualified.
- Automated or bulk entries will be disqualified.
- The prizes may not be sold or given to someone else.
- The prizes cannot be swapped for cash or a different prize.
- You are responsible for the tax associated with using or accepting any offer.
- You may not attempt to do anything to change the outcome of the campaign in any way.
- 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 campaign at any time. If this happens you agree to waive (give up) any rights that you may have about this campaign and agree that you will have no rights against the promoter(s).
- If required as a result of changes in legislation or if deemed necessary for any other reason, the Bank reserves the right to terminate this campaign immediately and without notice. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against the Bank, Visa, their agents and/or promoters.
- The promoter(s) reserve the right to change the rules of the campaign. The promoter(s) can change the rules of the campaign throughout the duration of the campaign. 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.
- 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 campaign material.
- 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 campaign 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.
- Should you have any further queries, please contact (info@ebucks.com)