

**FNB eBucks and Sunglass Hut  
Festive '23 Competition**

**COMPETITION RULES**

Date these rules were first published: 28 November 2023

Date these rules were last changed: 16 November 2023

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. These terms and conditions must be read in conjunction with the partners terms and conditions.

<b>Competition Name:</b>	FNB eBucks and Sunglass Hut Festive '23 Competition
<b>Promoter(s) Name(s):</b>	<p>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 Authorized Financial services and Registered Credit provider having its principal place of business at 6 Merchant Place, 2<sup>nd</sup> Floor, 9 Fredman Drive, Sandton, Gauteng, South Africa.</p> <p>This Competition is run in collaboration with Sunglass Hut.</p> <p>In these rules we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”.</p> <p>We will refer to participants as “you”.</p>
<b>The Competition:</b>	The purpose of the Competition is to offer FRG customers an opportunity to win 1 of 5 Sunglass Hut prizes.
<b>How to participate/enter?</b>	<p>To qualify for this FRG exclusive benefit, FRG customers must:</p> <ol style="list-style-type: none"><li>1. Purchase a Sunglass Hut voucher from eBucks on the FNB APP or RMB Private Bank APP</li><li>2. Payment must be made in eBucks</li><li>3. There is no minimum spend</li><li>4. Every separate purchase meeting the above criteria will count as an entry into the competition</li></ol>
<b>The rewards</b>	1 of 5 Sunglass Hut prizes
<b>Competition starts on:</b>	Competition starts on 28 November 2023 at 00:00:01am.
<b>Competition ends on:</b>	Competition ends on 09 December 2023 at 11:59:59 pm. The promoter(s) reserve the right to extend the Competition by amending these rules.
<b>Is there a limit on the number of times a customer can win?</b>	There is no limit to the number of times you can participate during the Competition period. You may only win once.

<p><b>Eligibility: Who qualifies to take part?</b></p>	<p>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 participation, has an FNB or RMB Private Bank transactional account and is a qualifying eBucks member.</p>
<p><b>Who cannot take part?</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Any employee of the promoter(s).</li> <li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c) Any other person who directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this Competition.</li> <li>e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above</li> </ul>
<p><b>How will winners be chosen?</b></p>	<p>A draw will take place during the week of 16 January 2024 to determine the winners. The random entry drawn will be checked to establish whether it meets the Competition qualifying and eligibility criteria. The random draw will be overseen by the Legal, Risk &amp; Compliance team at the eBucks office. The winners will be drawn from the transactional sales data for the Competition period.</p> <p>Should the Competition draw be postponed to another date for any reason whatsoever, the new date will be published on the eBucks and Sunglass Hut websites.</p> <p>The random entries drawn will be checked to establish whether they meet the Competition qualifying criteria and if so that entry will be the prize winner, subject to eBucks being able to contact such winners by telephone within 72 (seventy two) hours of the draw taking place.</p> <p>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>If the prize winner cannot accept the prize for any reason whatsoever or cannot be reached through no fault of the Promoter after 3 days and at least 3 attempts, the reward will be awarded to the entrant who was drawn next.</p>
<p><b>How and when will winner(s) names be announced?</b></p>	<p>The winners will be contacted by FNB eBucks either telephonically or by email or APN or SMS by eBucks by 26 January 2024.</p> <p>Winner's must agree for eBucks to share their name and contact number with Sunglass Hut in order for Sunglass Hut to contact them to arrange delivery.</p> <p>The winners' names will be published on eBucks.com if they agree to the announcement.</p>
<p><b>How will winners receive the prizes?</b></p>	<p>The prize will be delivered directly by Sunglass Hut to the winner in the month of February '24.</p> <p>eBucks will accept no responsibility for delays with delivery of the prizes.</p>

<p><b>Tax Implications</b></p>	<p><b>IMPORTANT NOTICE: TAX IMPLICATIONS</b></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>
<p><b>General</b></p>	<p>No correspondence will be entered into regarding either this Competition 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 Competition 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 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. 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 Competition however, participants reserve the right to refuse such participation.</p> <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.</p>
<p><b>Data Usage and Privacy Policy</b></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. 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><b>Rule Amendments</b></p>	<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 Competition communication methods reasonably calculated to reach a majority of potential participants. A copy of these Rules can be found on the FNB website.</p>
<p><b>Contact for Enquiries</b></p>	<p>care@fnb.co.za</p>

### 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 mean 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

- If you fail to comply with any part of these rules, you will be disqualified, and you will forfeit any prize(s).
- You may not attempt to do anything to change the outcome of the Competition in any way.
- 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.