

FNB Connect & Service Provider Prepaid Summer Campaign

Terms and Conditions

Date these rules were first published: 25 November 2016

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 or accept any prize, these rules will apply to you and you agree that the promoter(s) can assume that you have read and have agreed to be legally bound these competition rules.

Competition Name:	FNB Connect & Service Provider Prepaid Summer Campaign
Promoter(s) Name(s):	<p>This competition is run by FNB Connect & Service Provider a business unit within First National Bank, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 (“FNB”).</p> <p>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”.</p>
Competition Period	This competition shall commence on the 25 th of November 2016, and terminate on the 13 th of April 2017 (“Competition Period”)
Participation and Qualifying Criteria	<p>1. To qualify for participation in this competition you must:</p> <ul style="list-style-type: none">○ Hold a Qualifying South African FNB account,○ Buy prepaid airtime, data or electricity via the FNB electronic channels from your South African FNB Bank Account, <p>*For the purposes of this Competition, FNB electronic channels include the following:</p> <ul style="list-style-type: none">○ FNB Cellphone Banking (*120*321#, *130*321# & fnb.mobi)○ FNB Online Banking○ FNB APP○ FNB ATM <p>*For the purposes of this Competition, Qualifying South African FNB accounts include the following:</p> <ul style="list-style-type: none">○ FNB Gold Cheque Account,○ FNB Platinum Cheque Account,○ FNB Private Wealth Cheque Account,○ FNB One Account,○ FNB Islamic Cheque Account,○ FNB Encore Platinum Cheque Account,○ FNB Private Clients Cheque Account,○ RMB Private Bank Cheque Account,○ RMB Private Bank Signet Cheque Account, and○ FNB Private Wealth Signet Cheque Account.○ FNB Business Account (Sole Proprietary Only) <p>2. General rules for Participation and Qualification.</p> <ul style="list-style-type: none">• <i>Purchases made from or using FNB eWallet accounts do NOT qualify for entry into the Competition.</i>• Customers may buy airtime, data or electricity for themselves or another person. However, the prize will be awarded to the FNB customer from whose account the purchase(s) were made from.• Where customers reverse the purchase(s) during the Competition Period, those purchase(s) will be disqualified from entry into the Competition.• If the purchase is not processed for any reason, the purchase will not be entered into the Competition.

<p>How this competition works?</p>	<p>Should you meet the participation and qualifying criteria during the Competition Period, you will be automatically entered into weekly prize draws. The weekly prizes shall consist of a cash prize of R10 000.00(Ten Thousand Rand) per week.</p> <p>The weekly draws will take place as follows:</p> <ul style="list-style-type: none"> ○ 5th December 2016 - For qualifying purchases made between 25th of November 2016 to the 1st of December 2016. ○ 12th December 2016 - For qualifying purchases made between 2nd of December 2016 to 8th of December 2016. ○ 19th December 2016 - For qualifying purchases made between 9th of December 2016 to 15th of December 2016. ○ 28th December 2016 - For qualifying purchases made between 16th of December 2016 to 22nd of December 2016. ○ 5th January 2016 - For qualifying purchases made between 23rd of December 2016 to 29th of December 2016. ○ 9th January 2016 - For qualifying purchases made between 30th of December 2016 to 5th of January 2017. ○ 16th January 2016 - For qualifying purchases made between 6th of January 2017 to 12th of January 2017. ○ 23rd January 2016 - For qualifying purchases made between 13th of January 2017 to 19th of January 2017. ○ 30th January 2016 - For qualifying purchases made between 20th of January 2017 to 26th of January 2017. ○ 6th February 2016 - For qualifying purchases made between 27th of January 2017 to 2nd of February 2017. ○ 13th February 2016 - For qualifying purchases made between 3rd of February 2017 to 9th of February 2017. ○ 20th February 2016 - For qualifying purchases made between 10th of February 2017 to 16th of February 2017. ○ 27th February 2016 - For qualifying purchases made between 17th of February 2017 to 23rd of February 2017. ○ 6th March 2016 - For qualifying purchases made between 24th of February 2017 to 2nd of March 2017. ○ 13th March 2016 - For qualifying purchases made between 3rd of March 2017 to 9th of March 2017. ○ 20th March 2016 - For qualifying purchases made between 10th of March 2017 to 16th of March 2017. ○ 27th March 2016 - For qualifying purchases made between 17th of March 2017 to 23rd of March 2017. ○ 3rd April 2016 - For qualifying purchases made between 24th of March 2017 to 30th of March 2017. ○ 10th April 2016 - For qualifying purchases made between 31st of March 2017 to 6th of April 2017. ○ 18th April 2016 - For qualifying purchases made between 7th of April 2017 to 3th of April 2017.
<p>IMPORTANT DATES AND TIMES:</p>	
<p>Entries open and closes on:</p>	<ul style="list-style-type: none"> • The competition commences on the 25th of November 2016 and terminates on the 13th of April 2017. During this time 20 (twenty) separate draws will be held.
<p>Winner's announced on:</p>	<ul style="list-style-type: none"> • The winner's name will be announced/published once the winner has been contacted and notified by phone by an FNB representative
<p>Prize:</p>	<ul style="list-style-type: none"> • The total prize money for the duration of the competition will be R200 000.00 (Two hundred thousand Rand). • The total prize money for each of the 20 (twenty) draws will R10 000.00 (Ten Thousand Rand) per draw. • There will be 1 (one) winner selected for each draw. • The cash prize will be deposited into the transacting FNB account from which the purchase (s) have been made

<p>Eligibility:</p> <p>Who qualifies to take part?</p>	<ul style="list-style-type: none"> • Any FNB customer holding a South African FNB transactional account (private individual account, Business Account, or a sole proprietor account) qualifies for participation, unless they are automatically disqualified as described in these terms and conditions. • Where participants are under the age of 18 (Eighteen), parental or legal guardian consent and assistance shall be required for acceptance of the prize, as will acceptance of these terms and conditions.
<p>Who cannot take part?</p>	<ul style="list-style-type: none"> • The following persons may not take part in this competition and may not win prizes even if their names are entered into the draw in error. They will forfeit (give up) 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). 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 of 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 2005". f) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, d or e above.
<p>Is there a limit on the number of times you can enter?</p>	<ul style="list-style-type: none"> • Customers can make as many purchases as they like, and each purchase will qualify as an entry. • Where a name is drawn and that named person receives a prize, that named person will not qualify for participation for the remaining Competition Period. Should the named person be drawn on more than one draw, the Promoters reserve the right to disqualify that entry, and draw an alternative winner. •
<p>How will winner(s) be chosen?</p>	<ul style="list-style-type: none"> • All winners will be selected randomly by an electronically generated draw which shall take place in the presence of a Risk and/or Legal & Compliance officer.
<p>How will the winners be notified and announced?</p>	<ul style="list-style-type: none"> • An FNB representative will notify the winner by telephone. • Note: Where the FNB representative cannot get reach you telephonically on the numbers you have provided, after the 3rd (third) attempt, you will forfeit (give up your right to) the prize, and another name will be drawn. • The names of the winners will be published on FNB.mobi, FNB.co.za as well as FNB Social Media sites once the winners have been contacted and notified and agreed to take part in publicity related to the competition, which they may refuse to do. <p><i>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.</i></p>
<p>Questions about these rules:</p>	<p>Email us on PrepaidTier3@fnb.co.za for any questions or queries related to the rules or competition in general.</p>

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 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 competition or used the prize. If you enter the competition, or 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.**
 - **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.**
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- FNB will not be 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 able 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).
 - You are responsible for the tax (if any and applicable) 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 or substitute or change the prizes. If this happens you agree to waive (give up) any rights that you may have about 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 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.
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