

#LoveMyFNB COMPETITION RULES

Date these rules were first published: 10 February 2017

Date these rules were last changed:

Read these competition rules carefully. These competition rules ("rules") explain your rights and duties under this competition. If you take part in this competition or accept any prize, these rules will apply to you and you agree that the person running the competition ("the promoter/s") can assume that you have read and agreed to be legally bound by these competition rules.

Competition Name:	#LoveMyFNB Twitter Competition
Promoter(s) Name(s):	The promoter of this competition is FNB, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 ("FNB"). In these rules we refer to the above promoter(s) as "the promoter(s)" or "FNB". We refer to participants and winners as "you".
Entries open and close:	Entries open on the 12th of February 2017. Entries close on the 26th of February 2017. The promoter(s) reserve the right to extend the competition. Notice of this will be posted in these rules.
Winners announced on:	Winners will be announced on 10 th of March 2017.
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, who holds an FNB Cheque or Credit Card which is active and in good standing*
Who cannot take part?	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: 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, c in above.
Qualifying criteria-How to enter?	This competition will run on the social media platform Twitter. To enter the competition the following process needs to be followed: • A launch tweet will be posted from @FNBSA on Twitter introducing the public to the competition. This launch tweet describes the mechanisms to take part in the competition. • The user will need to share with us via a tweet ways in which his/her FNB Cheque or Credit Card has helped them share the love for Valentine's Day. This will entail tweets giving feedback on positive ways their FNB Cheque or Credit Card has enabled them to treat/spoil their loved ones or themselves. Example using your FNB Credit Card to pay for your Uber to take your date to a romantic dinner, or using the eBucks you earn from swiping your FNB Cheque or Credit Card to buy chocolates and flowers at Checkers/Netflorist. • Make sure your tweet meets the following criteria in order to be entered into the competition: ○ The tweet is directed @FNBSA ○ The tweet includes the official hashtag #LoveMyFNB ○ Any inappropriate tweets will be disqualified; this will include tweets / word(s) containing inappropriate language and any tweets of a derogatory or discriminative nature. ○ Customer must have used his/her FNB Cheque or Credit Card during this promotional period. FNB will verify this.

Is there a limit on the number of times you can enter?	As an entrant, you will receive 1 (one) entry per tweet into the competition draw.
What is the prize?	Should you win, you will be able to create your own experience package from the experiences available in the eBucks Shop, to the value of R10 000. You will get to choose any experience (s) from the selection available in the eBucks Shop, once you advise us of your selection, FNB will make the payment to the eBucks shop
How will winner(s) be chosen?	Participants that satisfy the above qualifying criteria will be pooled together to make up the group of participants that are selected for this competition. 3 (Three) winners will be selected by a random system generated draw. Drawn winners will be vetted against the entry criteria. The promoter (s) reserves the right to choose eligible winners based on relevance of submission. Winners will be contacted via a Twitter post requesting that the winner send their mobile number to @FNBSA via a direct message ("DM"). This number will then be used to contact the winner via the FNB Call Centre. Should the winner not respond via a Twitter DM within 3 (three) working days, of the winning tweet being displayed, another winner will be identified. If the promoter(s) <u>cannot</u> get hold of the prize winner on the number provided after 3 (three) attempts of trying to contact you, this will result in you forfeiting your win and being disqualified from receiving the prize. The random draw is final and no correspondence shall be entered into in this regard. The promoter reserves the right to offer a substitute prize of equal or greater value, and to withdraw the competition at any time deemed necessary, due to circumstances outside its reasonable control. In the event of circumstances outside the reasonable control of the promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this competition and only where circumstances make this unavoidable, the promoter reserves the right to cancel or amend the competition or these terms and conditions, at any stage, but will always endeavour to minimise the effect to participants in order to avoid undue disappointment. The promoter reserves the right to verify all participants - including but not limited to enquiring as to the address and identity details, and may refuse entitlement and/or refuse further participation in the competition and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this competition entry requirements or otherwise where a participant has gained unfair advantage in participating in the competition. The promoter will be the final arbiter in any decisions and these will be binding and no correspondence will be entered into in relation this clause
How will winner(s) names be announced?	Once winning tweets have been vetted (and you have met the qualifying criteria), winners will automatically be informed with a tweet from @FNBSA directed at them with their Twitter handle. This tweet will include a request for winners to follow and DM @FNBSA their mobile and identity number. 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. However participation in this competition means that you provide your permission to have your Twitter handle displayed as the winner on Twitter pages.
Data Usage and Privacy Policy	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 participants', 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 marketing activity. 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 FNB, our members, customers or the public.
Definitions	* This means that none of your FNB and/or 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 FNB and/or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: collections, liquidation and sequestration

	proceedings. Legal process however excludes debt review as envisaged in S86 of the National Credit Act 2005.
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GENERAL RULES THAT APPLY:

- Site refers to any website or mobile site or social network site on which this competition will be run. This includes but isn't limited to sites like Facebook, Twitter, Foursquare or Pinterest.
- If the competition requires you to post anything, your post must be original and written by you. For purposes of these rules "post" includes, but isn't limited to any written material or visual or audio material such as an image file, a photo, a sound or video clip. You may not use somebody else's post or work as your post, or as part of your post. If you are allowed to quote content from another source, you must state clearly who the author is. Any post that the promoter(s) believe to constitute plagiarism will be disqualified.
- You may not post updates that are derogatory or harmful to the promoter(s), the site, or any other person. By posting any content you warrant to the promoter(s) and the sites that you are the sole creator, designer, author or owner of the work and that you have the right to post the work.
- If the competition involves voting, you may not vote for yourself or ask other persons to vote for you.
- You may not misuse the site or competition in any way. This includes posting content for commercial purposes or distributing spam or malicious code or using the site to collect the personal data or content of other users or direct visitors to other sites or pages.
- Posts must not contain any content that is normally prohibited on the site such as explicit or offensive content.
- You agree that the promoter(s) have the absolute discretion to decide if your actions constitute any of the actions prohibited above and to end your participation in the competition immediately and take appropriate legal action against you. The promoter(s) may also immediately remove any posts that they reasonably believe constitute any prohibited content without notice to you.
- You must comply with the terms & conditions and privacy policies of the site.
- By posting the submission you give the promoter(s) a world-wide, royalty free and non-exclusive license to reproduce, modify, adapt and publish any content you have posted on the site for purposes of the competition for the purpose of promoting the products and services of the promoter(s). The promoter(s) will not publish your name or photograph unless the promoter(s) have your consent to do so.
- The promoter(s) are not responsible for the sites. The promoter(s) cannot control how they operate, when or if they are available, or what content they carry. Even though the promoter(s) run the competition on the site the promoter(s) do not endorse the third party, its site, its products, or services or any content on the site. You use the site at your own risk. You must take all necessary measures to protect yourself from risks, such as viruses and other destructive code.
- You must obtain at your own expense all equipment and services that are necessary to gain access to the site to take part in this competition.
- The promoter(s) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or our systems or other users.
- You understand that this competition is not in any way being sponsored, endorsed or administered by, or associated with any social network site. You fully release the owners of those social network sites from any legal responsibility to you or any other person. By participating in this competition, you understand that you are providing information to the promoter(s) and not to the owners of such social network sites.
- If you don't comply with this clause your posts can be deleted and you will not be allowed to access the site or take part in the competition.
- If the prize involves international travel you must have a valid passport and obtain the necessary VISAs. The promoter(s) are not responsible if you cannot arrange this on time.
- Unless the promoter(s) say otherwise the advertised dates and times of prizes involving travel or tickets to events cannot change. Unless these rules specifically say otherwise the prize will not include the cost of transport, accommodation, spending money or food. This means you will be responsible for organizing and paying for your own

transport to the venue, accommodation, food and spending money. Unless the promoter(s) agree otherwise the winner must use the prize.

- You must comply with the rules of any third party service provider. This includes but is not limited to, any airline, transport service, accommodation provider and venue.

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. 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 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 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 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 competition rules b) took part in this competition or c) any person used a prize.**

- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so, or you do not claim your prize on time, 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 give up (forfeit) any prize(s).
- If you do not choose an experience package to the value of R10 000 you will give up (forfeit) the remaining value. You will be responsible for any amount over and above the stipulated prize value of R10 000.
- Unless the promoter(s) say otherwise, you must be at least 18 to enter.
- Unless the promoter(s) say otherwise, entry is restricted to one entry per person and multiple entries will be disqualified.
- Unless the promoter(s) say otherwise, you can only win a prize once.
- 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 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 about this competition and agree that you will have no rights 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.

Should you have any further queries, please contact us on commentscreditcard@fnb.co.za