# Swipe and stand a chance to win with FNB

## **COMPETITION RULES**

Date these rules were first published: 19 April 2017

### Date these rules were last changed:

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 these competition rules.

Competition Name:	Swipe & stand a chance to Win with FNB
Promoter(s) Name(s):	This competition is run by 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 "us" or "we". We
	will refer to participants and winners as "you".
IMPORTANT DATES AND TIMES:	
Entries open:	Entries open on 18 April 2017 at 07:00hrs
Entries close:	Entries close on 18 May 2017 at 20:00hrs
	All entries must be received by us before (time) on the closing date.
	The promoter(s) reserve the right to extend the competition. Notice of this will be posted in
	these rules.
Winner's announced on:	The winners will be announced every week.
Prize:	R500 worth grocery voucher every week for 3 weeks/draws
	The prize cannot be converted to cash
Eligibility: Who qualifies to take	This competition is open to all individuals over the age of 18 who live in the Republic of
part?	South Africa.
	The individual must be either a new or an existing FNB Easy Account or Gold Account
	customer who swipes their FNB card and Bonsella card in one of the listed 20 stores.
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 is 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.
How to enter?	The FNB customer must swipe their FNB card and Bonsella card at any one of the 20
	participating Bonsella stores for a minimum R100 as many times as they want to be
	automatically entered into the draw.
	The individual must be either a new or an existing FNB Easy Account or Gold Account
	customer who swipes their FNB card and Bonsella card in one of the listed 20 stores.
Is there a limit on the number of	There is no limit to the number of times you can enter as long as it is within the campaign
times you can enter?	period.
How will winner(s) be chosen?	By weekly random draw from all eligible entries received before the closing date and time.
How will winner(s) names be	The winners will be notified via telephone within 24 hours of the draw. We will attempt to
announced?	contact the drawn winners at least 3 times, but if we are unable to contact the winner within
	48 hours of the draw, the prize will be awarded to the next eligible winner. Please note:
	While prize winners may be asked to take part in publicity for the competition such as
	having a photo taken of them with the relevant store owner inside the store where they
	have purchased, prize winners have the right to refuse to do so.
Deadline for claiming prize(s)	Winner must claim their prize within 2 weeks of being informed they are the winner.
	Should the prize not be collected within 2 weeks, the prize will be forfeited by the winning
	customer.
Questions about these rules	Email us on vbsmarketing1@fnb.co.za

#### **GENERAL RULES THAT APPLY:**

The following rules apply to competitions run on social network sites like Facebook, Twitter, Foursquare or Pinterest:

- Site refers to any social network site on which this competition will be run.
- 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 we 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 by users of the site, you may not vote for yourself.
- 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 we 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. Eventhough 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 the site. You fully release the site 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 site.
- 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.

### The following rules apply to competitions where the prize involves travel or tickets to an event:

- 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.
- Tickets must be collected before the deadline. Proof of identity may be required. You must be able to provide proof of your identity if required.
- You are responsible for arranging your own travel and medical insurance.
- 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) and such 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 forfeit any prize(s).
- Unless we say otherwise you must be at least 18 to enter.
- 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 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.