## Download, Register and Transact on the FNB Banking App and stand a chance to win R50 000.00 - the more you transact the more entries you get

# Date these rules were first published: 09 June 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 by these competition rules.

Competition Name:	Download, Register and Transact on the FNB Banking App and stand a chance to win R50 000.00 - the more you transact the more entries you get
Promoter(s) Name(s):	This competition is run by Value Banking Solutions (VBS), a business unit within FNB, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 ("FNB") having its principal place of business at 4th Floor, 1 First Place, Bank City, Corner Pritchard and Simmonds Street, Johannesburg 2000. 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".
Entries open and close	Entries open at 11:59:59pm on 09 June 2017.
Competition period ends	This competition will continue until 10 August 2017 11:59:59pm.
Eligibility: Who qualifies to take part?	The competition is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older, and has a FNB Easy or Gold Cheque Account which is active and in <b>good standing*</b> You must be a new user to the FNB Banking App.
Qualifying criteria	Qualification and participation in the entry into the competition is limited to FNB Easy and Gold Cheque Account holders who meet all the qualifying criteria below:
	<ul> <li>You must have an Easy PAYU, Easy Bundle or Gold Cheque Account which must be active and in good standing.</li> <li>You must be a new user to the FNB Banking App.</li> <li>You must have downloaded and registered the FNB Banking App at the activation stand, provide your ID number and Incontact details during the competition period (09 June – 10 August 2017).</li> <li>Thereafter every financial transaction** made during the competition period, gains you an additional entry into the competition.</li> </ul>
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) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.
	e) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing.

## How the competition works.

A communication will direct the FNB Easy and Gold customers within a 2.5km radius of the activations area to attend the Shoprite and Checkers stores to download, register and transact on the FNB Banking App.

The competition will be exclusive to the below mentioned Shoprite and Checkers stores:

- 1. Checkers Hyper Kempton Park
- 2. Checkers Hyper Centurion
- 3. Checkers Hyper New Market (ALBERTON)
- 4. Checkers East Rand Retail
- 5. Checkers Northgate
- 6. Shoprite Vaalgate
- 7. Checkers Sunninghill
- 8. Checkers Pretoria North
- 9. Checkers Centurion Lifestyle
- 10. Checkers Allens Nek
- 11. Checkers Balfour Park
- 12. Checkers Bryanston
- 13. Checkers Columbine Square
- 14. Checkers Cresta
- 15. Checkers Glen Marais
- 16. Checkers Horizon
- 17. Checkers Hyper Boksburg
- 18. Checkers Hyper Fourways
- 19. Checkers Greenstone
- 20. Checkers hyper Montana

In addition, FNB Easy and Gold customers present at the store that may have not received a communication from us, can approach the Promoter to be given the opportunity to participate in this competition.

The type of transaction that a participant may be requested to perform could be one of the following:

- 1. Doing transfers on the FNB Banking App.
- 2. Making payments with the FNB Banking App.
- 3. Purchasing of Airtime / Data/ Electricity via the FNB Banking App.
- 4. Making cardless cash withdrawals on the FNB Banking App.
- 5. Sending money via the FNB Banking App.

Once the customer performs the requested transaction, it will result in an automatic entry into the competition. The more of the transactions will result in more entries into the draw.

**Prize** 

The performance of the requested transaction will mean that should you be drawn

	as a winner, you will have won R50 000.00 (Fifty Thousand Rand) as the prize money that will be credited into your Easy PAYU, Easy Bundle or Gold Cheque Account, within 72 hours of being notified as a winner.
	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.
Winner selection and notification:	a) Participants that satisfy the above qualifying criteria will be pooled together to make up the group of participants that are selected for this competition. b) The winner of the competition will be selected by a random system generated draw. An illustration of the month to month draw dates are:  • 14 July 2017 for the period 09 June to 09 July 2017.  • 18 August 2017 for the period 10 July to 10 August 2017.  c) If a customer has won in the previous month's draw, they will automatically be excluded from the upcoming month's draw. d) The winner will receive a telephone call, on the telephone number that appears on the customer's profile. Three (3) attempts will be made to contact the winner. If unsuccessful another winner will be identified. e) A confirmation email and/or SMS will be sent to the customer after they have been contacted via telephone and notified that they have won. f) In the event of a dispute, the Promoter's decision is final and no correspondence will be entered into. g) Should the competition draw be postponed to another date for any reason whatsoever, the new draw date will be published on our website www.FNB.co.za. h) 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. i) 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 competiti
number of times you can enter?	Banking App. as specified on the communications) the greater your chances at winning.
	However should you be a winner of the month to month draw, you will be disqualified from future monthly draws.
Right to end the competition	FNB reserves the right to end this competition at any stage.
Contractual consequences of persons entering the	Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for purpose of this competition. Winners

Data Usage and Privacy Policy	of the Transact and Win double the value of transactions on the App competition will be asked to participate in Social media advertising, including but not limited to Twitter, Instagram and Facebook by means of high-quality photos that will be displayed on FNB's social media pages as well as in FNB Branches. Participants reserve the right to refuse such participation.  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, identity number, 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, 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 the safety, rights or property of FNB, our members, customers or the public.
General	No correspondence will be entered into regarding either this Competition 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 Competition in our sole discretion at any time without notice or liability. Participants in this Competition 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 an allocation, or from participation in this Competition. 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.
Rule Amendments	These Rules cannot be modified or superseded except by FNB VBS, in our reasonable and sole discretion, in a written revision to these Rules posted on the website or 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 www.FNB.co.za.  The onus will rest with the participant to review the latest set of rules for this competition.
Definitions	* Good standing means that none or your FNB Bank accounts 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.  ** Financial transaction means a transaction can be considered a payment to someone, transfer from one account to another, purchase of airtime/ data/prepaid electricity, send money via eWallet (anything that requires a monetary transfer/purchase of some sort with no minimum amount required).

#### **IMPORTANT**

- 1. 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.
- 2. You also agree to indemnify the promoter(s) for any loss or damage you suffered because you took part in this competition or received or used the allocation. If you enter yourself, or accept or use the allocation, 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 accepted or used the allocation.
- 3. 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 accepted or used the allocation.

### **GENERAL RULES**

These rules were drafted with the TCF and FNB's Fair Market Conduct principles. Under the provisions of POPI, FNB will reserve the right to collect information and use for marketing purposes, if deemed necessary.

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 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 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 incentive and agree that you will have no rights against the promoter(s).

The promoter(s) reserve the right to change the rules of the promotion. The promoter(s) can change the rules of the promotion throughout the duration of the promotion. 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 these rules, 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 CVMQueries@fnb.co.za