

# FNB and eBucks Summer Campaigns

## CAMPAIGN RULES

**Date these rules are applicable: 1 November 2017 to 31 January 2018**

**Date these rules were last changed: None**

Read these campaign rules carefully. These campaign rules ("rules") explain your rights and duties with regard to this campaign. If you take part in this campaign and/or accept any discount, 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 rules.

<b>Campaign Name:</b>	FNB and eBucks Summer Campaigns
<b>Promoter(s) Name(s):</b>	This campaign is run by FNB-eBucks Rewards, a business unit within FirstRand Bank Limited Registration No. 1929/001225/06 ("eBucks") having its principal place of business at 10th Floor, FNB Place, First National Bank, Bank City, 30 Diagonal Street, Johannesburg, Gauteng, South Africa, 2000, in collaboration with FNB and/or RMB Private Bank Credit Card and FNB/RMB Cheque. In these rules we refer to the above promoter(s) as "the promoter(s)", or "us" or "we". We will refer to participants as "you".
<b>The Offers:</b>	FNB and/or RMB Private Bank and eBucks will be hosting various "daily deals" campaigns over the campaign period, the details of which will be available on <a href="http://www.ebucks.com">www.ebucks.com</a> . The duration and specifics of each campaign will be contained in each daily deal's promotional information as listed on the offer on the eBucks website.
<b>Campaign opens:</b>	The Campaigns starts on <b>31 October 2017</b> at 11:59:59 pm.
<b>Campaign closes:</b>	The Campaigns will continue until <b>31 January 2018</b> 11:59:59pm. The promoter(s) reserve the right to extend the campaign by amending these campaign rules.
<b>Eligibility:</b> <b>Who qualifies to take part?</b>	This campaign is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older as well as legal entities duly incorporated in accordance with the company laws of the Republic of South Africa and who are members of the eBucks Rewards Programme and who are customers of FNB/RMB Private Bank.
<b>How to participate?</b>	eBucks members will be able to use the campaign banners on <a href="http://www.ebucks.com">www.ebucks.com</a> and will also receive campaign mailers, SMSes and push notifications via the FNB/RMB Private Banking App relating to the "daily deals" in terms of which they will be directed to the campaign banners on <a href="http://www.ebucks.com">www.ebucks.com</a> .
<b>Data Usage and Privacy Policy</b>	Participants in the campaign understand and agree that, in order to offer the campaign, 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 campaign, may, subject to prevailing law, be used for future marketing activity of the promoter(s), 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 our safety, rights or property, our members, customers or the public.
<b>General</b>	No correspondence will be entered into regarding either this campaign 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 campaign in its sole discretion at any time without notice or liability. We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants in this campaign 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 a discount, or from participation in this campaign. The laws of the Republic of South Africa govern this campaign. 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 campaign.
<b>Rule Amendments</b>	These rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules posted on the eBucks website ( <a href="https://www.ebucks.com/web/eBucks/legal/termsandconditions">https://www.ebucks.com/web/eBucks/legal/termsandconditions</a> ) and, at eBucks' sole discretion, using other potential official campaign communication methods reasonably calculated to reach a majority of potential participants. A copy of these rules can be found on the eBucks website at <a href="https://www.ebucks.com/web/eBucks/legal/termsandconditions">https://www.ebucks.com/web/eBucks/legal/termsandconditions</a> .
<b>Questions about these rules</b>	Email us on: <a href="mailto:info@eBucks.com">info@eBucks.com</a>

#### IMPORTANT

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the campaign 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 campaign or used the discount. If you enter yourself, or use or accept the discount, 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 campaign or used the discount.
- 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 campaign rules b) took part in this campaign or c) and such person used the discount.

#### GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any discount(s).
- Unless we say otherwise you must be at least 18 to enter.
- Any discounts or offers may not be sold or given to someone else.
- You are responsible for the tax associated with using or accepting any offer.
- You may not attempt to do anything to change the outcome of the campaign in any way.
- The promoter(s) decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the promoter(s).
- The promoter(s) have the right to end this campaign at any time. If this happens you agree to waive (give up) any rights that you may have about this campaign and agree that you will have no rights against the promoter(s).

- If required as a result of changes in legislation or if deemed necessary for any other reason, the Bank reserves the right to terminate this campaign immediately and without notice. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against the Bank, Visa, their agents and/or promoters.
- The promoter(s) reserve the right to change the rules of the campaign. The promoter(s) can change the rules of the campaign throughout the duration of the campaign. 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.
- 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 campaign material.
- 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 campaign 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.