

Revolving Loan Competition Rules

Date these rules were first published: 14 December 2017

Date these rules were last changed: 14 December 2017

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:	Revolving Loan Competition
Promoter(s) Name(s):	This competition is run by First National Bank (FNB), a division of FirstRand Bank Limited with Reg. No. 1929/001225/06. In these rules, "we" refers to the above promoter(s) as "the promoter(s)", or "us" or "we". We will refer to participants and winner as "you"
IMPORTANT DATES AND TIMES:	
Entries open:	Entries open at 11:59:59pm on 01 December 2017
Entries close:	Entries close at 11:59:59pm on 31 January 2018 The promoter(s) reserve the right to extend the competition. Notice of this will be posted in these rules.
Prize:	<p>This competition is opened to Easy, Gold, Premier and Private Client account holders. A recipient of a prize under this competition could stand a chance to win one of the following prizes per draw:</p> <ul style="list-style-type: none">• 1st Prize - a maximum of R100 000.00 (One Hundred Thousand Rand) of your outstanding balance on your Revolving Loan Credit Facility, as at the date of draw, paid in full. <p>Please note: The payment of the prize will be made directly into your Revolving Loan Credit Facility account. The prize value will seek to settle the outstanding amount on your Revolving Loan Credit Facility that is the outstanding capital,</p>

	<p>interest and fees, up to a maximum of R 100 000.00 (One Hundred Thousand Rand).</p> <p>Please see illustrative example:</p> <p>You have a Revolving Loan Credit Facility in the amount of R 50 000.00 (Fifty Thousand Rand). As at the date of the competition draw you have an outstanding balance of R30 000.00 (Thirty Thousand Rand). FNB will pay the outstanding balance of R30 000.00 (Thirty Thousand Rand) into your Revolving Loan Credit Facility.</p> <p>The winner may continue to use the Revolving Loan Credit Facility after receiving the prize.</p> <ul style="list-style-type: none"> • 2nd prize for Gold, Premier and Private Client account holders will be 1 (one) of 5 (five) prizes of eBucks to the value of eB200 000 (two hundred thousand) per winner paid directly into your eBucks account. If you do not have an active eBucks account, you will be required to open one, free of charge. <p>Should an Easy account holder be drawn as the winner for the 2nd prize category, the Easy account winner will win an equivalent prize being a Shoprite & Checkers voucher to the value of R 20 000.00 (Twenty Thousand Rand).</p> <p>3rd Prize – One (1) of twenty five (25) ConeXis X2 Smartphones. The smartphone will be couriered to an address provided by the winner and comes with a Connect SIM card.</p> <p>Please note participants can only win a single prize and not a combination of prizes. Furthermore, participants can only win one prize throughout the duration of the competition. Prizes cannot be substituted for cash.</p>
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<p>Eligibility: Who qualifies to take part?</p>	<p>This competition is open to any legal resident of the Republic of South Africa who is a natural person that is an Easy, Gold, Premier and Private Client account holder, with a Revolving Loan Credit Facility.</p> <ul style="list-style-type: none"> • To guarantee eligibility into the competition draw, you must maintain your Revolving Loan Credit Facility monthly repayment during the competition period and your Revolving Loan Credit Facility must be *active and in good standing at the date of the draw. • If you are in arrears with your Revolving Loan Credit Facility, you have up to the 31 December 2017 to bring your arrears up to date and thereafter maintain your monthly repayment to be entered in the competition. <p>Should you miss your monthly repayment during the competition period, you will be disqualified.</p> <p>*active and in good standing means that none of your FNB and/ or FirstRand Bank accounts and credit agreements should be overdrawn, or in excess, 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 and/or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings.</p>
<p>Who cannot take part?</p>	<p>The following persons may not take part in this promotion even if they qualify to take part. They will forfeit (give up) any prizes awarded to them:</p> <ol style="list-style-type: none"> Private Wealth and Signet account holders Any employee of the promoter(s). Any director, member, partner, agent of, or consultant of the promoter(s). Any other person who is directly or indirectly controls the promoter(s). The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.
<p>How to enter?</p>	<p>If you pay and maintain payments of your Revolving Loan Credit Facility monthly</p>

	<p>repayment amount during the competition period and are not in arrears on your Revolving Loan Credit Facility as at the date of the competition draw, you will automatically be entered in the competition.</p>
<p>Is there a limit on the number of times you can enter?</p>	<p>Limited to one entry per customer.</p>
<p>How will the winner be chosen?</p>	<p>The winner will be selected by a random system generated draws to be held on the 19th January 2018 and on the 21st February 2018. Customers who do not win a prize in the first draw on the 19th January 2018 may still be eligible to be entered in the draw for the 21st February 2018.</p> <p>The promoter(s) reserve the right to postpone the above dates. Notice of this will be posted in these Rules.</p> <p>The random entry drawn will be checked to establish whether it meets the eligibility criteria for the Competition and if so that entry will be the Competition winner, subject to us being able to contact the winner within 2 (two) business days of the first attempt. If the eligibility criteria are not met, further random draws will take place until a randomly selected valid entry meets the eligibility criteria. If a potential winner cannot be contacted through no fault of the promoter within 2 (two) business days after the first attempt, the prize will be awarded to the next eligible winner. 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.</p> <p>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</p>

	<p>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 to this clause.</p>
<p>How will the winner's name be announced?</p>	<p>The Winner will be announced within 5 (five) business days of the draw taking place. The winner will be notified by telephone. The winners may be announced on social media if the winner approves of his or her details being published in this manner.</p>
<p>Contractual consequences of persons entering the competition</p>	<p>Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB. Participants reserve the right to refuse such participation.</p>
<p>General</p>	<p>No correspondence will be entered into regarding either this Competition or these Rules. In the unlikely event of a dispute, our decision will 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. We cannot guarantee the performance of any third party and will not be liable for any act or default by a third party. 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 a prize, 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 will remain in force. Any violation of these Rules will result in the immediate disqualification of the transgressing participant from the Competition.</p>

Rule Amendments	These Rules cannot be modified or superseded except by us, in our reasonable and sole discretion, in a written revision to these Rules posted in these Rules 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
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, 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.
Questions about these rules	Email the promoter(s) on CCBCampaigns@fnb.co.za

GENERAL RULES THAT APPLY:

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.**
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- 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 years or older to enter.
 - Unless we say otherwise entry is restricted to one entry per person and multiple 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 CCBCampaigns@fnb.coz.za

IMPORTANT NOTICE: TAX IMPLICATIONS

We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prize/s, awards and eBucks rewards obtained in respect of this competition.

You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and eBucks rewards due to you for participating in this competition.

You agree that You will not hold Us, FNB or FirstRand Bank Limited ("the Bank") liable and You hereby fully indemnify the Bank, and hold the Bank completely harmless, against all damages, claims and fines made against You or the Bank, including all legal costs on an attorney-and-own-client scale, to the extent to which such damages, claims and fines arise out of or are connected to any taxation relating to Your receipt, transfer or spend of any prize/s, awards and eBucks rewards or the charges in respect thereof.