

## FNB Card and Travel Expo Competition

### COMPETITION RULES

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.

<b>Competition Name:</b>	FNB Card and Travel Expo Competition
<b>P r o m o t e r ( s ) Name(s):</b>	This Competition is run by FNB Credit Card, a business unit within FirstRand Bank ("FNB") Limited (Registration Number. 1929/001225/06) ("FNB Card") having its principal place of business at FNB Place, Bank City, Cnr Kerk and Diagonal Street, Johannesburg Gauteng, South Africa, 2000, in conjunction with the Travel Expo. 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".
<b>How to enter?</b>	Visit the exclusive FNB Lounge on 9 & 10 February 2019 at the Ticket Pro Dome for the Travel Expo. Book with your FNB credit card at the Travel Expo & stand a chance to win a holiday package worth R30 000 & prizes from our eBucks Partners including takealot.com, Vision Works, Cape Union Mart & SweepSouth. PLUS, maximise your eBucks Rewards.

**The prizes**

Main Terms and Conditions of prize:

- The prize is valid for 2 adults only (aged 18 years and over) who are South African citizens.
- Prize letter is only valid until 30 June 2019, travel must be arranged and booked before 30 June 2019.
- No extensions will be allowed and this prize is not transferable for cash or to other persons.
- The winner is responsible for paying for all additional expenses not mentioned herein.
- Booking is subject to availability and regrettably excludes blackout periods, long weekends, school holidays and peak periods.
- The winner and their travel companion are responsible for supplying valid passports and visas and obtaining any inoculations that may be required.
- The winner and their travel companion must hold a current and valid passport and any other relevant travel documentation required for international travel.
- 2 return air tickets on Mango Airlines from Johannesburg to Zanzibar, including airport taxes.
- 3 nights' accommodation for 2 adults at the 5\* Dream of Zanzibar in a Deluxe Garden View Room with Breakfast and Dinner daily, including return transfers to and from the hotel and airport (in Zanzibar)
- Travel insurance from TIC
- Prize promoter recommends that the winner and their travel companion obtain travel and medical insurance prior to commencing any international travel.
- All prize elements are non-changeable and non-transferable.
- It is the responsibility of the winner to ensure compliance with these terms and conditions.
- The prize cannot be split.
- The Promoter reserves the right to cancel or amend the competition or these terms and conditions for reasons outside of reasonable control.
- The Promoter shall not be liable for any injury, damage or loss suffered or sustained by person or property and including, but not limited to, consequential (including economic) loss by reason of any act, or omission, deliberate or negligent, by the Promotor or its servants or agents, in connection with the arrangement for the supply, or the supply, of any goods or services by any person to a prize winner, and, where applicable, to any family/persons accompany a winner.
- By taking part in this competition, entrants agree to be bound by these and the full set of terms & conditions provided herein.
- The winner agrees, subject to prevailing data protection legislation, to their name and their winning image being published on the official website and in other media, and may be asked to be involved in other publicity.

<b>Entries open:</b>	Entries open on 9 February 2019 at 8:00am
<b>Entries close:</b>	Entries close on 10 February 2019 at 11:59:59 pm. All entries must be received by us before 11:59:59 pm on 10 February 2019. The promoter(s) reserve the right to extend the Competition by amending these Competition rules.
<b>Exclusions from the competition</b>	<ul style="list-style-type: none"> <li>• Return airport transfers (in Johannesburg)</li> <li>• Personal spending</li> <li>• Any Visa costs if applicable</li> <li>• Any cost associated with items of a personal nature.</li> <li>• Anything not mentioned under inclusions</li> </ul>
<b>Is there a limit on the number of times you can enter?</b>	There is no limit on the number of entries. Every separate entry will count as one entry into the draw.
<b>Winner announced on:</b>	The winner will be announced on 8 March 2019.
<b>Eligibility: Who qualifies to take part?</b>	<ol style="list-style-type: none"> <li>1. This competition offering is only open to qualifying FNB Cardholders;</li> <li>2. You are a natural person over the age of 18;</li> <li>3. You are in possession of your valid South African ID book or valid passport for identification purposes;</li> <li>4. You are FNB Cardholder at the time of purchase;</li> <li>5. Your account/s is in good standing. This means that none of your FNB and 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 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: business rescue, collections, liquidation, administration and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the National Credit Act; and</li> <li>6. You are not excluded in the categories of people listed below who cannot take part. By entering this Campaign, participants warrant that they do not fall into any of the below mentioned excluded categories of people.</li> <li>7. To be eligible to win the prize, it is necessary for you to transact within the Competition Period.</li> </ol>
<b>Who cannot take part?</b>	<p>The following persons may not take part in this Competition, will be disqualified if they do and will forfeit any prizes that may have been awarded to them:</p> <ol style="list-style-type: none"> <li>1. Any employee of the promoter(s).</li> <li>2. Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>3. Any other person who directly or indirectly controls the promoter(s).</li> <li>4. Any supplier of goods and services in connection with this Competition.</li> <li>5. The spouse, life partner, siblings, children, or parents of any of the persons named in 1, 2, 3, or 4, above</li> <li>6. The following Credit Card Holders do not qualify for this Campaign and Competition: <ol style="list-style-type: none"> <li>(a) FNB Business Credit and Cheque Card</li> <li>(b) FNB Signet</li> <li>(c) FNB Namibia Cardholders.</li> </ol> </li> </ol>

<p><b>How will winner(s) be chosen?</b></p>	<ol style="list-style-type: none"> <li>1. There will be 1 winner drawn.</li> <li>2. The random entry drawn will be checked to establish whether it meets the Competition qualifying and eligibility criteria</li> <li>3. The winner/s will be randomly selected from eligible entrants for the relevant competition period, no later than two (2) weeks after the closing date of the competition. The winner/s will be selected by an independent third party.</li> <li>4. Should the Competition draw be postponed to another date for any reason whatsoever, the new date will be published on the FNB Website within four days of the original draw date.</li> <li>5. The random entry drawn will be checked to establish whether it meets the Competition qualifying criteria and if so that entry will be the prize winner, subject to us being able to contact such winner within 48 (forty-eight) hours of the draw taking place.</li> <li>6. The winners name, will be published on various Travel Expo platforms including the website and social media platforms. The winners may also be required to have their image published and/or to participate in marketing activities, but the winners may refuse either of these if they so wish.</li> <li>7. If the qualifying criteria to enter the Competition are not met, an additional random draw will take place.</li> <li>8. Should the additional draw yield unsuccessful results, the competition will be end dated and no award of prizes will be made.</li> </ol>
<p><b>How will winner(s) names be announced?</b></p>	<p>The winner will be notified within 48 hours of the draw taking place via email by the FNB Card Communications team, to the contact details recorded on the winner's FNB Card account. Unless you instruct us to the contrary within 24 hours of being notified that you have won a prize, you consent to your name, image and prize being announced on FNB's Facebook and Twitter pages and on the FNB.com website. While prize winners may be asked to take part in publicity for the Competition, prize winners have the right to refuse to do so.</p> <ul style="list-style-type: none"> <li>• Winners will be contacted directly by FNB (three consecutive attempts).</li> <li>• Thereafter, if FNB is unable to contact the winner, the drawn winner will forfeit their prize.</li> <li>• If the prize winner cannot accept the prize for any reason whatsoever, a runner up will be drawn. Should the runner up not be able to accept the prize for any reason, the competition shall be end dated and no award of the prize will be made.</li> </ul>
<p><b>Deadline for claiming prize(s)</b></p>	<p>If a potential winner cannot be reached by us within 48 hours, through no fault of ours, the prize will be forfeited by that potential winner and will be awarded to the next eligible winner assessed as aforesaid. Should the next eligible winner not be able to accept the prize for any reason, the competition shall be end dated and no award of the prize will be made</p>
<p><b>Tax Implications</b></p>	<p><b>IMPORTANT NOTICE: TAX IMPLICATIONS</b></p> <p><b>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 incentive.</b></p> <p>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 incentive.</p> <p>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.</p>

<b>Data Usage and Privacy Policy</b>	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 a participant's 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 eBucks marketing activity, unless you notify eBucks 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 eBucks, our members, customers or the public.
<b>General</b>	<p>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 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 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 shall remain in force. Any violation of these Rules will result in the immediate disqualification of the transgressing participant from the Competition.</p> <p>Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for the purpose of this competition. Winners of the competition might 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 and winners reserve the right to refuse such participation.</p> <p>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 competition material.</p>
<b>Rule Amendments</b>	These Rules cannot be modified or superseded except by eBucks, in its reasonable discretion, in a written revision to these Rules posted on the FNB website ( <a href="https://www.fnb.co.za">https://www.fnb.co.za</a> ), 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 the FNB website at: <a href="https://www.fnb.co.za">https://www.fnb.co.za</a>
<b>Questions about these rules</b>	Email us on: <a href="mailto:commentscreditcard@fnb.co.za">commentscreditcard@fnb.co.za</a> .

**IMPORTANT**

- You agree to indemnify the promoters fully for any loss or damage the promoters may suffer because you breached the Competition rules. This means you agree to reimburse the promoters 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 promoters 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 promoters 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 promoters 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.

## GENERAL RULES

- If the promoter(s) are not able to get hold of you as set out above in the Competition rules, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
- Unless we say otherwise you must be at least 18 to enter.
- 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 in relation to this Competition and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to vary, postpone, suspend or cancel the Competition, and any prizes (which have not yet been subject to a draw), or any aspect thereof at any time. 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.
- Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. The promoters, will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not
- To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefor, and the promoters will not increase the value of the prize/s to compensate for such charges.
- In the event of a dispute, the decision of the Competition judges and/or the promoters will be final and binding and no correspondence will be entered into.