



## FNB STAND A CHANCE TO WIN A CAR COMPETITION RULES – April 2024

**Date these rules were first published: April 2024**

**Date these rules were last changed: August 2024**

Read these competition rules carefully. These competition rules (“rules”) explain your rights and duties under this competition. If you take part in this competition or accept any prize, these rules will apply to you and you agree that the person running the competition (“the promoter/s”) can assume that you have read and agreed to be legally bound by these competition rules.

<b>Competition Name:</b>	FNB STAND A CHANCE TO WIN A CAR COMPETITION
<b>Promoter(s) Name(s):</b>	<p>The promoter of this competition is FNB <b>Collections and Platform Enablement</b>, a business unit of First National Bank, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 (“FNB”).</p> <p>In these rules we refer to the above promoter(s) as “the promoter(s)” or “FNB”. We refer to participants and winners as “you”.</p>
<b>Entries open and close:</b>	<p>Entries open on 01 April 2024 at 00h00.</p> <p>Entries close on 30 September 2024 at 23h59.</p> <p>The promoter(s) reserve the right to extend the competition. Notice of this will be posted in these rules.</p>
<b>What is the prize?</b>	<p>The Main prize of this promotional competition is 2 (TWO) vehicles (“the Grand prize”) namely:</p> <ol style="list-style-type: none"><li>2024, VW Polo Life 1.0 TSI 70kW Manual</li><li>2024, Suzuki Jimny GLX 1.5 Automatic</li></ol> <p>The 2 (TWO) Grand prize winners will each win 1 (ONE) of the above vehicles.</p> <p>The promoters shall solely determine the specifications and colour of the vehicles to be won and the promoter’s decision is final.</p> <p>The Monthly prize (in no particular order) viz:</p> <p>EcoFlow RIVER 2 Max Portable Power Station</p> <p>Apple iPad 10.9 inch 64GB Wi-Fi</p> <p>Apple iPhone 13 128GB</p> <p>There will be 3 (THREE) prize winners each month, each prize winner will win 1 (ONE) of the above devices.</p> <p>This competition is in no way sponsored, endorsed or administered by, or associated with EcoFlow, Apple, VW or Suzuki.</p>

	<p>Grand Prize conditions:</p> <ol style="list-style-type: none"> <li>1. The prize does not include the costs of travel in order to accept and take delivery of the prize.</li> <li>2. The prize does not include servicing and maintenance of the vehicle, fuel, insurance, or any additional enhancements to the vehicle after the prize has been awarded.</li> <li>3. You will be required to provide all necessary information and documentation required for the registration of the vehicle to the relevant parties involved.</li> <li>4. The cost and arrangement of licensing and registration will be covered. The cost and arrangement of insurance and any other costs are excluded.</li> <li>5. Once the vehicle is registered in your name, you take full responsibility, including the vehicle's insurance.</li> <li>6. Vehicle warranty, technical details and service plan will be explained to you by a VW/Suzuki representative.</li> <li>7. Upon acceptance of the prize by you, all risk in and to the vehicle transfers to you and the promoter accepts no liability for any loss, damage or theft of the prize or any requirements or additional costs associated with the prize.</li> <li>8. Should you fail to collect your prize or alternatively fail to take the necessary steps to take possession of your prize within 1 (ONE) month from the date of the prize draw, the prize will be forfeited and you shall have no claim for damages or any other claim whatsoever, arising from such forfeit against the promoter or their directors, members, partners, employees, agents, consultants, suppliers, contractors and sponsors.</li> <li>9. You will be requested to produce both your Smart ID Card / ID Book and valid Driver's Licence or that of your nominated driver should you not possess a valid driver's licence.</li> </ol> <p>Monthly prize conditions:</p> <ol style="list-style-type: none"> <li>1. Should you not be resident in the City of Gauteng the prizes will be couriered to you at no cost to yourself.</li> <li>2. The prizes do not include any insurance, preloaded airtime, data or accessories.</li> <li>3. You may be requested to produce your Smart ID Card or ID Book for purposes of verification.</li> </ol> <p>Product images depicting prizes are for illustrative purposes only and may differ from the actual prizes and the promoter is not responsible for inaccurate prize details supplied by any third party connected with this competition.</p> <p>The promoters do not make any representations or give any warranties, whether expressly or implicitly, as to the prize and makes no representations and gives no warranty that your entry will necessarily result in you winning a prize or that such prize, should you win, will be satisfactory, punctual, free from any defects, safe or reliable.</p> <p>Subject to the law, the promoters will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.</p>
<b>Winner/s announced on:</b>	The Grand prize winners will be announced on 11 October 2024.

	<p>The Monthly prize winners will be announced on or before the 15<sup>th</sup> of each month, e.g. April's winners will be announced on or before 15<sup>th</sup> May.</p> <p>Please note that if we are unable to draw /announce the winners, for any reason, on the above specified dates, we may draw/announce the winners within a reasonable time thereafter.</p>
<p><b>Eligibility: Who qualifies to take part?</b></p>	<p>This competition is open to all individuals over the age of 18 who live in the Republic of South Africa.</p> <p>Only existing FNB Revolving Loans, FNB Temp Loans, FNB Fusion Credit Facilities , FNB Overdraft Facilities, FNB Loans, FNB Credit Card, FNB Home and Structured Lending, WesBank vehicle finance, Revolving Facility, FNB Connect, DirectAxis Personal Loan and CallDirect Personal Loan customers as of 1 April 2024, and who meet the qualifying criteria, as per the notification/message shared with you via APN and/or Short Message Service (SMS) from the promoters during the period 1 April 2024 – 30 September 2024. Customers who are APP enabled will be sent a notification on APP and customers who are not APP enabled will be sent an SMS. Please note that customers that have opted out from direct marketing with the promoter will not receive these notifications/messages.</p> <p>If you reply to an SMS, SMS's will be charged at the maximum prescribed rate. "Free" minutes do not apply.</p> <p>You must be an existing customer. To qualify as an existing customer:</p> <ol style="list-style-type: none"> <li>1. Your product account must still be open at the time of entering the competition and remain open until the competition start date of 1 April 2024 – meaning that at the time of entry the loan/account must not be paid up in full / settled early before 1 April 2024;</li> <li>2. the loan term expiry / end date of your product account needs to exceed the competition end date of 30 September 2024;</li> <li>3. your debit order should be aligned to and be paid on your salary date/income date. This is not applicable to FNB Revolving Loans, FNB Temp Loans, FNB Fusion Credit Facilities and FNB Overdraft Facilities;</li> <li>4. your product account should be in good standing for the duration of the competition (that is, you should not be in excess/arrears and if you are, you should bring the account up to date by settling the excess/arrears in order to qualify to enter the competition;</li> <li>5. you should be paying your debit order by means of a valid debicheck mandate, for FNB Loans you should have either a debicheck mandate or the strongest mandate on your account. This is not applicable to FNB Revolving Loans, FNB Temp Loans, FNB Fusion Credit Facilities and FNB Overdraft Facilities;</li> <li>6. the payment each month for the duration of the competition would qualify for one entry into the competition.</li> </ol> <p>To stand a chance to win the Monthly prize and/or Grand prize, at the time of the draw you may not be under debt review, administration, sequestration, insolvency, and / or bankruptcy. Should you enter into one of these statuses, you will automatically be disqualified from the competition.</p>

	<p>You will automatically be disqualified from the competition and your chance to win the Monthly and/or Grand prize should your account be in excess/arrears on the date of the draw.</p> <p>If you meet all the qualification criteria across all your products in scope, you will receive a “green ticket” into the draw. If any one of the qualification criteria is not met on any of your products, your ticket will be “greyed out”, and you will not qualify for the entry into the draw. You will receive notifications on your ticket status.</p>
<p><b>Who cannot take part?</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Any employee of the promoter(s) and/or FirstRand Bank Limited.</li> <li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c) Any other person who directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this competition.</li> <li>e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</li> <li>f) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. This means that none of your FNB and FirstRand Bank accounts and credit agreements should be overdrawn, in excess 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: collections, liquidation and sequestration proceedings.</li> </ul> <p>However, even if the aforesaid disqualified persons participate in the competition or is subsequently disqualified, these competition rules will continue to apply between the disqualified persons and FNB.</p>
<p><b>How to enter?</b></p>	<p>You will automatically be entered into the competition if you meet the qualifying criteria, as per the notifications/message shared with you via APN or SMS.</p> <p>Please note that entry is through an electronic platform. Although the promoters will take all reasonable steps, the promoter will not be liable for any technical problems or any loss, delayed or incorrect entries.</p> <p>The promoters reserve the right to disqualify any entrant suspected of fraud or cheating including without limitations, through the manipulation of code or otherwise frequently falsifying data.</p> <p>You, and in the event of your death, at any point from date of entry into the competition and up until the competition end date of 30 September 2024, will automatically be disqualified from the competition.</p> <p>You, and in the event of your death, your family, dependents, heirs, assignees or any other beneficiaries of your estate, indemnify and hold the promoters and its suppliers harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry</p>

	<p>into this competition and/or acceptance and/or use of the prize, unless to the extent prohibited in law.</p> <p>The promoters reserve the right to cancel the campaign at any stage if deemed necessary in their opinion, and if circumstances arise outside of their control.</p>
<b>Is there a limit on the number of times you can enter?</b>	Entries are limited to one entry per person per payment/ excess cleared/account up to date that complies with the competition rules.
<b>How will winner(s) be chosen?</b>	By random draw from all eligible entries.
<b>How will winner(s) names be announced?</b>	<p>The promoters will attempt to contact the Grand prize winners via telephone on or before 11 October 2024. If you cannot be reached after 3 (THREE) attempts, the promoters reserve the right to draw a replacement winner.</p> <p>The promoters will attempt to contact the Monthly prize winners via telephone. If you cannot be reached after 3 (THREE) attempts, the promoters reserve the right to draw a replacement winner.</p> <p>You will be required to provide details and sign documentation required in law to effect the registration and delivery of the prize.</p> <p>If you fail/s to comply with any of these competition rules or the terms of acceptance of the prizes, or if you unreasonably refuse(s) to sign the promoters' winner/s declaration and/or prize acceptance form, or any other documentation required to effect delivery of the prize within a reasonable period as determined by the promoters, you will be disqualified and will forfeit the prize. The promoters may in its discretion decide to draw a replacement winner.</p> <p>Please note: While you may be asked to take part in publicity for the competition, however, you have the right to refuse to do so.</p>
<b>Deadline for claiming prize(s)</b>	Should you fail to collect your prize or alternatively fail to take the necessary steps to take possession of your prize within 1 (ONE) month from the date of the prize draw, the prize will be forfeited and you shall have no claim for damages or any other claim whatsoever, arising from such forfeit against the promoter or their directors, members, partners, employees, agents, consultants, suppliers, contractors and sponsors.
<b>Questions about these rules</b>	Should you have any queries related to the above competition you may engage directly via e-mail at <a href="mailto:collectionshub@fnb.co.za">collectionshub@fnb.co.za</a> or call 0875777546

## General Rules

### IMPORTANT – PRIVACY MATTERS

Participants in this competition understand and agree that for us to offer this competition, we may collect and use personal information about participants. This personal information may include your first name, last name, email address, mobile number, ID number and in certain instances your image. For more information about the FirstRand Group, our solutions and your privacy, go to our website and/or your FNB App to view our **FirstRand Customer Privacy Notice**.

### **IMPORTANT – LIABILITY**

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 mean 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 received or used any benefit or prize. If you enter yourself, or accept or use the prize or any benefit, 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 any benefit or prize.

You will protect FNB 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) any person used a prize.

We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.

- FNB must receive your entry before the published closing date and time. FNB must also receive your entry in the correct format. You will lose the right to take part or claim any prize that may have been awarded to you if you don't enter on time or in the correct format.
- If FNB is not able to get hold of you to after making reasonable efforts to do so, FNB can award it to someone else. If you don't claim your prize on time, you will lose your right to any prize.
- If you are in breach of these rules, you will be disqualified and you will lose your right to any prize(s).
- You may not sell the prize or give it to someone else. You may not swap the prize for cash or for a different prize.
- You may not do anything to change the outcome of the competition in any way.
- 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.
- The judges' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- You may not vote for yourself where the competition involves voting.
- You must collect your prize before the deadline. You must be able to provide proof of your identity.
- If required, FNB may need to change the prizes.
- 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).
- FNB can change the rules of the competition at any time. For convenience only, the date on which these general rules were last changed by FNB are published below the heading. It is your responsibility to check the rules for any changes.
- If you need to create and submit something in order to enter this competition such as an idea or a photo, you must have created it yourself and it must be original. You must not copy or use another person's ideas, work or photos without their permission. By submitting anything, you warrant to FNB that you are the sole creator, designer, author or owner of the work and that you have the right to use or submit the work. If we believe anything you submit or post may be plagiarism or be an infringement of another person's intellectual property rights, we may remove your submission without notice to you and you will be disqualified.
- You may not submit anything that could be offensive or may offend or harm FNB or any person. Do not submit anything that contains explicit or offensive content.
- You agree that FNB alone can decide if your actions are prohibited or inappropriate. FNB can also decide to end your participation in the competition immediately. FNB can also take appropriate legal action against you.

- You must at your own expense, obtain all equipment and services that are necessary to take part in this competition.
- If the prize involves international travel, you must have a valid passport and obtain the necessary Visas. FNB is not responsible if you cannot arrange this on time. You must arrange your own insurance and are responsible for any other expenses or costs not specifically included as part of the prize.
- The advertised dates and times of prizes involving travel or tickets to events cannot change. The prize will not include the cost of transport, accommodation, spending money or food, unless otherwise stated and agreed. This means you will be responsible for organising and paying for your own transport to the venue, accommodation, food and spending money.
- 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.
- You may be responsible to obtain and pay for certain licenses necessary to use a prize. Unless otherwise stated such additional items or costs are not included as part of the prize.
- Where any dates or times need to be calculated, the international standard time: GMT plus two hours will be used.
- While FNB 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, FNB 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 by FNB or that they no longer apply to you.
- 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.
- You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- The laws of the Republic of South Africa will apply to this competition regardless of where you live or work, how or where you enter.

#### **IMPORTANT – 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 or eBucks rewards.**

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

You agree that you will not hold us or FirstRand Bank Limited ("the Bank") liable and you hereby fully indemnify us and/or the Bank, and hold us and/or the Bank completely harmless, against all damages, claims and fines made against you us and/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.