

## eBucks Travel: Airlink Flight Competition COMPETITION RULES

**Date these rules were first published: 20 November 2020**

**Date these rules were last changed: N/A**

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.

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| <b>Competition Name:</b>    | eBucks Travel Airlink Flight Competition  |
| <b>Promoter(s) Name(s):</b> | This competition is run by FNB-eBucks, a business unit within First National Bank, a division of FirstRand Bank Limited (Registration No. 1929/001225/06 (“eBucks”)), an Authorised Financial services and Registered Credit provider having its principal place of business at 10th Floor, FNB Place, First National Bank, Bank City, 30 Diagonal Street, Johannesburg, Gauteng, South Africa, 2000. The person responsible for conducting the promotional competition on behalf of eBucks is Calche Msali, a Marketing Manager at eBucks. 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>How to enter?</b>        | <ul style="list-style-type: none"> <li>• Qualifying customers who purchase any Airlink economy class domestic flight ticket on eBucks Travel online or through the FNB/RMBPB App for travel between 20 November 2020 and 31 March 2021 and who pay using their FNB/RMBPB cards, eBucks or a combination of both will qualify for an entry into the competition draw.</li> <li>• Tickets need to be paid for and ticketed between 20 – 27 November 2020.</li> <li>• Valid for South African Citizens only.</li> <li>• FNB is not responsible for any lost, corrupted or delayed entries and these will be deemed invalid.</li> <li>• Only the main member’s ticket qualifies for the draw, and the main member must be travelling as part of the booking.</li> </ul>   |
| <b>The prizes</b>           | <ul style="list-style-type: none"> <li>• 20 eBucks members will win the value of their Airlink economy class domestic flight ticket back in eBucks when booking with eBucks Travel.</li> <li>• Only the base airfare and airport taxes will be refunded; booking fees will not be refunded.</li> <li>• If the main member booked a one-way qualifying ticket, then that one-way ticket will be refunded in eBucks.</li> <li>• If the main member booked a return qualifying ticket, then that return ticket will be refunded in eBucks.</li> <li>•</li> <li>• The refunds back in eBucks will be paid to the winners’ eBucks accounts by 11 December 2020, and will be allocated to the main member’s eBucks account.</li> <li>• Draw will be done by eBucks at the end of birthday campaign</li> <li>• After the draw has been done, eBucks Travel will make contact to award the winner the prize.</li> </ul> |
| <b>Entries open:</b>        | Entries open on 20 November 2020 at 00:00am.  |
| <b>Entries close:</b>       | Entries close on 27 November 2020 at 11:59:59 pm. The promoter(s) reserve the right to extend the Competition by amending these Competition rules.  |

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| <p><b>Is there a limit on the number of times you can enter?</b></p> | <p>There is no limit on the number of entries. Every separate purchase from eBucks Travel's Airlink Flight Sale using your FNB/RMB PB card, eBucks or a combination of both will qualify for an entry into the competition draw.</p>  |
| <p><b>Eligibility:<br/>Who qualifies to take part?</b></p>           | <p>If more than one flight ticket is purchased as part of the same booking, only the main member's (i.e. the cardholder of the card used to pay for the booking) ticket qualifies for the draw, and the main member must be travelling as part of the booking. The full value of the main member's ticket will be refunded in eBucks; if the main member booked a one-way ticket on an Airlink flight, then the one-way ticket will be refunded in eBucks. If the main member booked a return ticket, the return ticket will be refunded in eBucks. Only online bookings made via the FNB App or eBucks Travel online qualify for the draw.</p> <p>This Competition is open to any legal resident of the Republic of South Africa who is either a juristic or a natural person, 18 years of age or older at the time of entry and is a member of the eBucks Rewards Programme. excluding the categories of people listed below who cannot take part.</p>  |
| <p><b>Who cannot take part?</b></p>                                  | <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> <ul style="list-style-type: none"> <li>a) Any employee of the promoter(s).</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> </ul>   |
| <p><b>How will winner(s) be chosen?</b></p>                          | <p>A random draw will take place during the week of 30 November 2020 to determine the winners. The random entries drawn will be checked to establish whether they meet the Competition qualifying and eligibility criteria. The random draw will be overseen by the Legal, Risk &amp; Compliance team at eBucks Travel. The winner will be drawn from the qualifying transactional sales data for the Competition period. 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. 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. If the qualifying criteria to enter the Competition are not met, a further random draw will take place until a randomly selected, valid entry meets the eligibility criteria.</p> |
| <p><b>How will winner(s) names be announced?</b></p>                 | <p>The winners will be notified by eBucks through email or phone call by 2 December 2020, advising the winner that they have won. If the prize winner cannot accept the prize for any reason whatsoever or cannot be reached through no fault of the Promoter, the prize will be awarded to the entrant who was drawn second.</p>   |
| <p><b>Data Usage and Privacy Policy</b></p>                          | <p>Participants in the competition understand and agree that, in order to offer the Competition, eBucks 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. eBucks will treat your information in total confidence and will not sell, share or rent this information to any other third parties. eBucks may disclose information if required to do so by law or if it is required to protect the safety, rights or property of the eBucks, our members, customers or the public.</p>  |
| <p><b>General</b></p>  | <p>No correspondence will be entered into regarding either this competition or these rules. In the unlikely event of a dispute, eBucks' decision shall be final. eBucks reserves the right to amend, modify, cancel or withdraw any aspect of this Competition in its sole discretion at any time without notice or liability. eBucks cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. The laws of the Republic of South Africa govern this Competition. If any provision or part of these</p>  |

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|                         | <p>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 and social media advertising initiatives as organized by FNB as a result of this competition however, participants reserve the right to refuse such participation.</p>  |
| <b>Tax Implications</b> | <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. 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>Rule Amendments</b>  | <p>These Rules cannot be modified or superseded except by FNB, in its reasonable discretion, in a written revision to these Rules posted on the FNB website and, at FNB' sole discretion, 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 eBucks website.</p>  |

#### **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 you fail to comply with any part of these rules you will be disqualified and you will forfeit any prize(s).
- You may not attempt to do anything to change the outcome of the competition in any way.
- 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.