

1. ACCEPTANCE

- The eBucks Rewards Programme from First National Bank of Botswana Limited ("eBucks Rewards Programme") is brought to Members ("you") by First National Bank of Botswana Limited ("us", "we", "FNB Botswana"), a company duly incorporated in accordance with the company laws of the Republic of Botswana with limited liability and its successors in title.
- These Terms and Conditions constitute an agreement between you and us and govern your and our rights and obligations once you become a Member of the eBucks Rewards Programme and/or each time you access or use the eBucks Rewards Programme.
- By using the eBucks Rewards Programme, you acknowledge that you have read, understood and agreed to these Terms and Conditions, and that you have consented to us sharing certain of your personal information within our Affiliates in the ordinary course of our business.

2. INTERPRETATION

- These Terms and Conditions must be read in conjunction with all other relevant terms and conditions relating to the use of FNB Botswana Electronic Channels, all other terms and conditions relating to Qualifying Purchases made, our Privacy Policy and the terms and conditions applicable to the remainder of your banking relationship with FNB Botswana available at <https://www.fnbbotswana.co.bw>.
- If a conflict or inconsistency exists between these Terms and Conditions and the abovementioned other terms and conditions, these Terms and Conditions will prevail to the extent of the conflict or inconsistency.
- **IMPORTANT:** Kindly note important words/terms which start with a capital letter have further been defined in the DEFINITIONS clause.

3. DEFINITIONS

- **Active** means the status of your Qualifying Account as determined by FNB Botswana.
- **Affiliate(s)** shall mean any affiliated partner with whom we have a contract in place, subsidiary or a holding company or a subsidiary of the holding company of FNB Botswana or any entity that controls, is controlled by or is under common control with FNB Botswana. The terms "subsidiary" and "holding company" shall have the meaning assigned thereto in Chapter 1 of the Companies Act, 2003.
- **Banking Behaviour** refers to your Banking Behaviour used to determine the total fixed percentage as referred to under the definition of Rewards Rate. This Banking Behaviour is determined by FNB Botswana in relation to your applicable Qualifying Account.
- **Business Days** means all weekdays, Monday to Friday inclusive, but excluding Saturdays, Sundays and all Public Holidays as defined in the Public Holidays Act Cap 03:07.
- **eBucks/eB** means the units acquired, earned and spent by a Member in accordance with the eBucks Rewards Programme, the value of which will be determined by us from time to time. eB1 (one eBucks) is worth P1.00 (one Pula).
- **eBucks Rewards Programme** means the eBucks Rewards Programme from FNB Botswana operated by us, whereby eBucks may be earned by Members and/or used to spend on Qualifying Products and Services as specified herein and the conducting of competitions, promotions, services and/or related activities.
- **Good Standing** means, subject to any specific Qualifying Account rules to the contrary, that all your FNB Botswana accounts and credit agreements must be in good standing. This means that none of your accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB Botswana. Legal process means any legal proceedings in any court of law involving you and FNB Botswana, including but not limited to: business rescue, collections, liquidation and sequestration proceedings.
- **FNB Botswana** means First National Bank of Botswana Limited having Registration number CO.001119.
- **FNB Botswana Electronic Channel(s)** means FNB Online Banking, FNB Cellphone Banking (incl. USSD and mobi) Ewallet and the FNB Banking App.
- **Inactive Administration Penalty** means a penalty amount of eB7.50 (inclusive of VAT), which will be deducted on a monthly basis on an inactive eBucks account.
- **Member(s)** refers to a legal resident of Botswana who is a natural person, holds a Qualifying Account and who is a registered member of the eBucks Rewards Programme. This does not include Business Members (legal entities duly incorporated in accordance with the company laws of the Botswana) unless the context otherwise requires. A Member includes a beneficiary or heir as set out in clause 11.
- **Privacy Policy** refers to our Privacy Policy a copy of which can be obtained at any of the FNB Botswana branches.
- **Pula** refers to the basic unit of money in Botswana.
- **Qualifying Account(s)** refers to a qualifying account from FNB Botswana selected for the eBucks Rewards Programme including but not limited to a Smart Cheque Account, Student Cheque Account, Gold Cheque Account, Staff Cheque Account, Premier Cheque Account and FNB Private Clients Cheque Account (on which only salary accounts qualify).
- **Qualifying Criteria** means the Qualifying Criteria associated with the Qualifying Accounts as determined by FNB Botswana.
- **Qualifying Products and Services** includes pre-paid airtime and pre-paid electricity purchased using eBucks through a FNB Botswana Electronic Channel.
- **Qualifying Purchases** refers to the purchases you make through the FNB Botswana Electronic Channels and/or credit card shopping where you are a FNB Private Client client (which credit card shopping is done with your FNB Private Clients Credit Card) on which you may earn eBucks provided you meet the specific Qualifying Criteria applicable to your Qualifying Account. On a Smart Cheque Account, Student Cheque Account, Gold Cheque Account or Staff Cheque Account this includes pre-paid airtime purchases. On a Premier Cheque Account this includes pre-paid airtime and/or pre-paid electricity purchases. On an FNB Private Clients Cheque Account (on which only salary accounts qualify) this includes pre-paid airtime, pre-paid electricity purchases and/or Credit Card Purchases (by swiping the FNB Private Clients Credit Card at point of sale).
- **Rewards Rate** means the total fixed percentage of your monthly Qualifying Purchases that you earn back in eBucks.
- **Terms and Conditions** means these Terms and Conditions as amended, novated, supplemented, varied or replaced from time to time, applicable to the eBucks Rewards Programme and must be read in conjunction with all other relevant terms and conditions relating to the

use of FNB Botswana Electronic Channels, all other terms and conditions relating to qualifying purchases made and our Privacy Policy provisions and the terms and conditions applicable to the remainder of your banking relationship with FNB available at <https://www.fnbbotswana.co.bw>.

4. EARNING AND SPENDING eBUCKS

- eBucks are not cash. You may not sell, issue, exchange, barter or redeem eBucks for cash nor may eBucks be converted to cash. You may not exchange or sell any other goods or services for eBucks, except where the programme has facilitated the transaction through the FNB Botswana Electronic Channels. eBucks may not be withdrawn and may further not be transferred from one eBucks account to another by a Member.
- eBucks earned or allocated may be limited to maximum amounts per allocation period. These limitations may be changed from time to time. Transaction based rewards will be based on the earn rules and Qualifying Criteria that apply on the date when the transaction is debited or credited to the Qualifying Account. This date may be different from the date when the actual transaction took place.
- To qualify for rewards customers must meet the Qualification Criteria applicable to their specific Qualifying Accounts. If any of the Qualification Criteria are not met customers will be disqualified from earning eBucks until such time as all the Qualification Criteria are met.
- Your Rewards Rate is determined by the sum total of the monthly fixed percentages that you accumulate through your qualifying Banking Behaviour each calendar month. Your qualifying Banking Behaviour is determined by FNB Botswana in relation to your applicable Qualifying Account and is available at any FNB Botswana branch and on our Website. Your monthly rewards earned will be allocated to you by the end of the month following the month in which you earned your rewards.
- Your eBucks may only be used or spent in order to purchase Qualifying Products and Services through FNB Botswana Electronic Channels notwithstanding the type of Qualifying Account you own.
- A purchase as aforesaid can only be made and will only be valid where full payment is made using eBucks only. No part-pay options as a combination of eBucks and cash will be allowed.
- Your Rewards Rate and the total spend on your Qualifying Purchases are subject to limits. Further details concerning rewards, Qualification Criteria, Qualifying Accounts, earn rules, earn rate limits and spend limits and how to acquire a monthly fixed percentage are available at any FNB Botswana branches or on our Website.
- We may at any time review and amend the rewards currency, the rewards earn rules, Qualification Criteria, Qualifying Accounts, earn rate limits, spend limits and any other restrictions or caps. The most up to date earn rules can be accessed and will be housed on our Website and can be accessed at any FNB Botswana branch.
- FNB Botswana may at their sole discretion at any time include or exclude a bank product from taking part in the eBucks Rewards Programme, change the eBucks earn rules, limit the amount of eBucks you can earn using a bank product and set a spend threshold on your account. A spend threshold means that you will have to make Qualifying Purchases above the spend threshold to start earning eBucks. Rewards earned and allocated may be limited by FNB Botswana to maximum amounts per allocation period. These limitations may be changed from time to time.
- If your bank account is not Active and in Good Standing, or if you are not in Good Standing with FNB Botswana, you will not be entitled to earn eBucks.
- You must be a legal and valid resident in Botswana to earn eBucks.
- We are not responsible for any loss, service interruption or delay resulting from circumstances beyond our reasonable control, including but not limited to: power cuts or a failure, malfunction or delay in an electronic data terminal, network or other system.
- eBucks earned may not be backdated for a period exceeding 6 (six) months.
- As you are granted access to the eBucks Rewards Programme through the FNB Botswana Electronic Channels you will be bound by the terms and conditions of the FNB Botswana Electronic Channel you are using.

5. BALANCES AND TRANSACTION HISTORIES

- The total eBucks you earn will be displayed under your account profile when logged into FNB Botswana Online Banking or by requesting to view your eBucks balance at any of the FNB Botswana branches.
- Your eBucks balance will reflect on your eBucks account monthly in arrears. This will be the sole record of your eBucks earned.
- You must ensure the eBucks displayed under your account profile are correct.
- You must bring any errors to our attention in writing within thirty (30) days after we display the eBucks under your eBucks account profile. Should we not hear from you, we will assume that your transaction history is correct?
- FNB Botswana has the right to reverse eBucks accumulated by you if the eBucks were awarded in error or accumulated as a result of ineligible transactions and or if the actual transactions are later reversed for whatever reason.
- You may never have a negative balance in your eBucks account, unless we debit your eBucks account due to incorrect eBucks allocated to your eBucks account or we incorrectly debited your eBucks account for whatsoever reason.
- Where your eBucks account reaches a negative balance other than as per the exceptions listed under the clause set out above, you must ensure that you bring your negative balance back to a zero balance.

6. INACTIVE STATUS OF YOUR eBUCKS ACCOUNT

- If you do not earn or spend eBucks on your eBucks account for a period of 6 (six) months, your eBucks account will be considered inactive. We will then deduct a Inactive Administration Penalty of eB7.50 (inclusive of VAT) from your eBucks account every month until you have either earned or spent eBucks, or until your eBucks account reaches a zero balance, whichever occurs first.
- This Inactive Administration Penalty is used, including but not limited to, covering the costs of maintaining your eBucks accounts on our system.
- Once you have reached a zero balance, your eBucks account will go into a dormant status and we may close your eBucks account.
- In the event that you wish to activate the eBucks account after it has been closed, you will be required to open a new eBucks account.

7. FEES AND CHARGES

- You authorise us to make the following withdrawals from your eBucks account:
 - the value in eBucks of any amount due by you to us or the supplier of the Qualifying Products or Services for a purchase made by you using your eBucks including any taxes or surcharges relating to such purchase; and
 - the value in eBucks of any amount which you may have obtained as a result of fraud, misconduct or which we did not intend to accrue to you.

- We may set off any amount that you owe us against any amount in your eBucks account you may not refuse to pay any amount owing to us in respect of your eBucks account on the basis that you may have another claim against us.
- We may reverse at any time any eBucks incorrectly allocated to your eBucks account and/or deduct the required eBucks from your eBucks account which we or any other person failed to lawfully deduct from your eBucks account, for whatsoever reason and irrespective whether your eBucks account may thereafter show a negative balance.
- Should an incorrect amount be debited from your eBucks account or should you make an unauthorised transaction on your eBucks Account, we reserve the right to debit or credit at any time your eBucks account, irrespective whether your eBucks account may thereafter show a negative balance, to ensure the correct amount is debited from your eBucks account or to ensure your compliance with these Terms and Conditions.
- Should your eBucks Account at any time show a negative balance, you will at all times be liable to us to immediately repay the equivalent in Pula to us to bring your eBucks account from the negative balance to a zero balance within 30 (thirty) calendar days from date of our written demand. If you fail to repay the aforementioned amounts within 30 (thirty) calendar days from date of our written demand, you will be liable for interest at the Prime Rate plus 2% compounded monthly in arrears calculated retrospectively from the first date the eBucks account reflected a negative balance and all costs, including attorney-and own-client fees, costs and tracing fees, should we have to appoint attorneys and/or debt collectors to recover the aforementioned amounts and without prejudice to any of our other rights and remedies afforded in terms of these Terms and Conditions and/or in any law.
- Below is an itemised breakdown of our current fees and charges which we may review from time to time by amending these Terms and Conditions.

Inactive Administration Penalty	eB7.50 (P7.50) per month
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8. ENDING YOUR PARTICIPATION IN THE eBUCKS REWARDS PROGRAMME AND OTHER PENALTIES

- We may end your participation in the eBucks Rewards Programme at any time and for any reason, on notice to you.
- Such termination will not affect instructions given to us and not yet carried out. You will however, have 30 (thirty) days to spend your eBucks unless:
 - we believe your behaviour was inappropriate, constituted misconduct and/or is considered an abuse of the eBucks Rewards Programme;
 - you breached these, or any other, terms and conditions relevant to the eBucks Rewards Programme; or
 - a fraudulent transaction was conducted directly or indirectly by you;

in which case, we reserve the right and without prejudice to any of our other rights and remedies in terms of these Terms and Conditions and in law, to be exercised in our sole discretion:

- to direct that you forfeit all your eBucks in your eBucks account;
- to immediately terminate your membership to the eBucks Rewards Programme; and
- to reverse or cancel any transaction relating to the aforementioned conduct and hold you liable for any value which you have received in terms of such conduct.
- If we terminate your participation in the eBucks Rewards Programme, we will not be liable for any damages of any nature suffered by you or any third party.
- Once we have terminated your participation in the eBucks Rewards Programme you shall not be entitled to again join the eBucks Rewards Programme, unless we approve, in writing, your written request to re-join the eBucks Rewards Programme. Any re-joining without our written approval may, in our sole discretion, be declared null and void.
- You may end your participation in the eBucks Rewards Programme on 30 (thirty) days prior written notice to us. During this notice period you, as an individual, may spend your eBucks, failing which you will forfeit all the eBucks in your eBucks account when it is closed.

9. SUBMITTING COMPLAINTS AND QUERIES TO US

- If you wish to lodge a complaint, please notify us in writing.
- We will provide you with a reference number as soon as possible after we receive your communication.
- We will respond to your complaint as soon as possible.
- If you do not hear from us within 5 (five) business days from sending your complaint we request that you contact us at +267 395 9881 to check whether your complaint has been received. Please quote your reference number when you contact us directly.

10. IMPORTANT NOTICE: TAX IMPLICATIONS

- We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, accumulation, transfer from a deceased estate, or spend of any rewards, benefits or eBucks.
- You are fully responsible for any tax implications arising from or associated with any rewards, benefits, or eBucks received, accumulated, transferred from a deceased estate, or spent due to you being a Member of, or participating in, the eBucks Rewards Programme.
- You agree that you will not hold us liable and you hereby fully indemnify the us, and hold the us completely harmless, against all damages, claims and fines made against you or the us, 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, accumulation or spend of any rewards, benefits or eBucks, or any charges in respect thereof.

11. DECEASED ESTATES

- Upon receipt of notification of death, all eBucks in an eBucks account belonging to a deceased estate will be transferred to a beneficiary(ies)/heir(s) eBucks account upon formal instruction having been received from the person who is authorised to deal with and has dealt with the liquidation and distribution of the estate under the Administration of Estates Act or any other law which provides for the administration of deceased estates (hereinafter referred to as the "executor") and upon such person producing a certified copy of the Member's death certificate.
- A beneficiary or heir must be a registered Member of the eBucks Rewards Programme in order to receive the eBucks set out in the clause above.
- If the executor failed to deal with the eBucks in the final liquidation and distribution account, then those eBucks will be forfeited to us and the eBucks account will be closed.

12. YOUR INSTRUCTIONS & RESPONSIBILITIES

- You are responsible for giving correct information and instructions when registering for the eBucks Rewards Programme and when conducting transactions via the FNB Botswana Electronic Channels.
- You are also responsible for providing us with your most up-to-date contact details, with notification of any changes in your contact details or in your financial affairs as and when these changes occur and furthermore with details as to whether any of the personal information which you provided to us when registering to become a Member is inaccurate.
- We will be entitled, but not obliged, to request confirmation or verification of transactions from you from time to time. If you are unsure as to whether a transaction has been processed you should contact us before you re-submit the instruction. This is because re-submitting an instruction may cause us to process the same transaction twice, for which you and not us will be liable.

13. NATURE AND PURPOSE OF THE INFORMATION PROVIDED BY THE eBUCKS REWARDS PROGRAMME

- We provide various kinds of information with your prior consent through but not limited to brochures, emails, FNB Botswana website, FNB Botswana Electronic Channels and sms' and on online banking website about our products and services, our Affiliates and other third parties. This information is only meant to serve as a guideline and you should not place any reliance on it without verifying the information.
- Unless expressly otherwise stated, none of the information must be treated as:
 - an offer. It is merely as an invitation to do business with us; or
 - financial, legal, investment or professional advice of any kind. You must consult a professional advisor before you rely on any such information.

14. PHISHING, FRAUD & SECURITY MEASURES

- If you suspect or know that you have been a victim of phishing, fraud or a loss, theft or compromise of your eBucks account, you must inform us immediately by contacting our contact centre on +267 395 9881 and open a case at your nearest police station. You will be required to provide us with a case reference number and co-operate with us and the police in any investigation conducted into losses you suffer.
- We will not be responsible for any losses you may suffer due to phishing, fraud or a loss, theft or compromise of your eBucks account unless you are able to establish that the loss was caused by our negligence.

15. PRIVACY AND CONSENT TO MARKETING AND DISCLOSURE OF PERSONAL INFORMATION

- To provide our services to you we may be required to disclose your personal or your business information to third parties. You consent to and authorise us to disclose your personal information, in the ordinary course of our business, to such third parties from time to time and indemnify us from any liability you may incur associated with or arising from us acting in accordance with this consent.
- You confirm and consent that FNB Botswana and FirstRand Limited, (FSR) may process (collect, use or otherwise deal with) your information (including processing outside of the borders of Botswana), which was voluntarily provided, for the purposes of providing services and products to you, according to the applicable product terms and conditions, our privacy policies and the requirements of law.
- You confirm that you have read and understood the applicable product terms and conditions, specifically the portion relating to the processing of your personal information, and our privacy policy. You confirm that the information provided by you to FNB Botswana and FSR is true, correct and current (including information about your residency and citizenship for local and international tax purposes) and that you will inform FNB Botswana and FSR if it changes.
- You agree and consent that FNB Botswana and FSR may use your customer information for promotional purposes.
- You agree that FNB Botswana and FSR can communicate with and market products and services to you. If you contact our contact centre, you permit us to record your calls for security reasons, customer care and to comply with various laws. Where you have not already provided specific consent you agree that the remainder of the FNB Botswana and FRS, including its approved partners, can communicate with and market products and services to you. You agree to be included in marketing, email and sms campaigns and that your name be included in marketing or customer lists which the credit provider may sell or distribute to other persons
- You consent to FNB Botswana and FSR sharing your personal information with third parties for business purposes. Third parties include, but are not limited to, Electronic Telecommunication Service Providers for the provision of Electronic Telecommunication Services. You also consent to FNB Botswana and FSR making enquiries at any Credit Bureau concerning your credit worthiness.
- You can refer to FNB Botswana's Privacy Policy for more information on our privacy practices. These terms and conditions will prevail in the event of an inconsistency between these terms and conditions and our Privacy Policy.

16. NOTICES

- You agree that publishing a notice on our Website, in a branch and through but not limited to email, sms or post will constitute sufficient notice to you.
- For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- Should you fail to raise an objection with us within 48 (forty eight) hours after we have sent you a notice, you will be considered to have accepted the transaction or new setting as being valid and binding in all respects.

17. AMENDMENT, SUSPENSION OR TERMINATION OF THE eBUCKS REWARDS PROGRAMME

- We may, in whole or in part, change, suspend or discontinue providing the eBucks Rewards Programme at any time at our sole discretion.
- We will however, notify you of this, within a reasonable time of these changes being made.
- We may amend the Terms and Conditions from time to time.
- If you use the eBucks Rewards Programme after we have amended the Terms and Conditions, we will be entitled to assume that you have agreed to be bound by the amended version of the relevant Terms and Conditions.
- For convenience only, the date on which the Terms and Conditions were last amended is shown below the main heading of these Terms and Conditions.

18. COURT JURISDICTION

- We retain the right to institute at any time legal proceedings in any court of law with jurisdiction, to obtain urgent or interim or final relief or to collect debts due and payable by you.
- You agree that any action brought against you for a claim that may arise under these Terms and Conditions, your use of the eBucks Rewards Programme may be brought in any court having jurisdiction in Botswana. You agree to pay all expenses in recovering any amounts you owe us, including legal costs on the attorney and own client scale, collection charges and tracing fees and VAT thereon.
- If we need to take legal action against you, one of our employees (who need not prove his/her appointment) will produce a certificate to the court, recording the amount you owe us. If you disagree with this certificate, you will have to prove that it is incorrect.

19. ADDRESS FOR LEGAL NOTICES

- FNB Botswana hereby selects as its *domicilium citandi et executandi* the address set out opposite its name below, at which all notices and legal processes must be delivered to it for the purposes of these terms and conditions : -
FNB Botswana:
P. O. Box 1552
Gaborone
- Any notice or legal notice required or permitted to be given in terms of these Terms and Conditions shall be valid and effective only if in writing and delivered by hand, registered post or telefax to the addresses as set out above.
- Any notice to the other delivered by hand to its *domicilium* address shall be deemed, unless the contrary is proved, to have been received on the day of delivery.
- In the event that we or you change the *domicilium* address, we or you shall forthwith notify each other in writing accordingly at its *domicilium* address.

20. CESSION

- Unless expressly otherwise stated in these Terms and Conditions, you will not be entitled to cede, sub-contract and/or delegate any of your rights or obligations under these Terms and Conditions, without our prior written consent.
- We and our successors in title shall, at any time, in our sole discretion, be entitled to cede, assign and/or sub-contract all or any of our rights and obligations in terms of these Terms and Conditions to any third party, without prior notice and/or approval to you.

21. DISCLAIMER, WARRANTY AND LIMITATION OF LIABILITY

IMPORTANT: We specifically draw your attention to the following crucial provisions, which we require you to read and agree to prior to concluding any transaction or interacting in whatsoever way with the eBucks Rewards Programme:

- General
 - We will not be liable for any loss or damage which you, incur, suffer or attract (including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute or delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage) arising as a result of:
 - Your mistake, including but not limited to duplicated transactions, when giving us an instruction;
 - any interruption, malfunction, downtime or other failure of the FNB Botswana contact centre or third party system or any component part thereof for whatever reason;
 - any loss or damage with regard to your personal information or any other data directly or indirectly caused by interception, malfunction of our systems, third party systems, unlawful
 - access to or theft of data;
 - computer viruses, programming defects or destructive code on our system or third party systems; or
 - any event which is beyond our control including but not limited to delays, cancellations, over-bookings, strikes, force majeure
- Disputes pertaining to eBucks
 - We will not be liable for any loss or damage which you, incur, suffer or attract (including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute or delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage) arising as a result of:
 - Your mistake, including but not limited to duplicated transactions, when giving us an instruction; or
 - Fraudulent eBucks transactions.

22. THE LAW GOVERNING OUR RELATIONSHIP

- These Terms and Conditions are subject to the laws of Botswana.

23. OTHER

- If any of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.
- These Terms and Conditions constitute the entire agreement between you and us with regard to the use of the eBucks Rewards Programme.
- The headings appearing in these Terms and Conditions are inserted for convenience only and will not be taken into account when interpreting these Terms and Conditions.
- Where dates and times need to be calculated under these Terms and Conditions, the international standard time (GMT) plus 2 (two) hours will be used.
- Any failure or delay on our part to exercise any of our rights will not constitute a waiver of such right.
- A certificate issued by our legal manager will serve as proof of the version of the Terms and Conditions, which applied to your use of the eBucks Rewards Programme at a specific date.
- The rule of interpretation that a contract will be interpreted against the party responsible for the drafting or preparation of a contract will not apply to these Terms and Conditions.
- Save as expressly provided otherwise in these Terms and Conditions, no variation, amendment or consensual cancellation of these Terms and Conditions, including this clause, and no settlement of any disputes arising under these Terms and Conditions and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of these Terms and Conditions will be binding or have any force and effect unless reduced to writing and posted on our Website or alternatively signed by a duly authorized representative of ours.