



FNB Botswana Make a Payment on the FNB App & Win Competition

Terms and Conditions

These rules were first published: 19 March 2021

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 agree to be legally bound by these rules. The promoter of this competition is FNB.

1. The Make a Payment on the FNB App & Win competition (the “Competition”) is open to all FNBB Retail Debit Cardholders (Student, Smart, Gold, Premier, Private Clients, FNByNext, Future Save, Future Forward & Poloko Savings Account) and Commercial SME clients that are in good standing with FNB Botswana (“FNBB” or the “Bank”), aged 18 years and above;
2. The Competition will run over a three-month period commencing at 00:00am on the 19 March 2021 to 11:59pm on the 11th June 2021
3. Customers who make a payment on the FNB Banking App (FNB App) subject to clause 4 below, will be automatically entered into the Competition and shall stand a chance to win:
 - o one (1) of four (4) 2GB data bundles weekly (*2GB data bundle valid for 1 month for Orange & Mascom Networks and valid for 14 days for BTC Network*) **OR**
 - o one (1) of two (2) iPhone 12 devices per month
 - o Four (4) Data bundles winners will be selected on the first (1) three (3) weeks of every month until the end of the competition
 - o Two (2) iPhone 12 winners will be selected on the fourth (4) week of every month until the end of the competition

Qualifying Payment transactions are:

- o Making a payment of any amount to an FNB or Non FNB account on the FNB App
 - o Making a Pay2Cell payment of any amount on the FNB App
4. There are no restrictions on the number of valid entries per Customer, however, a Customer must make any of the financial transactions listed above to be eligible to participate in the Competition.
 5. Participation in this Competition is free with no attendant Competition costs
 6. Weekly data bundles contestants shall be selected from the pool of entrants by using a randomizer tool/system every Thursday. Subject to clause 3 above, winners will be announced every Friday on Yarona FM for the duration of the competition and every Monday on FNB Botswana Facebook & Twitter pages
 7. Monthly iPhone 12 contestants shall be selected from the pool of entrants by using a randomizer tool/system on the fourth week of each competition month (Thursday). Subject to clause 3 above, winners will be announced once a month (Friday) on Yarona FM for the duration of the competition and every Monday on FNB Botswana Facebook & Twitter pages.
 8. Potential winners shall be contacted telephonically, via the telephone number registered with the Bank.
 9. The selection process of the winner(s) will be overseen by FNB Botswana internal auditors.
 10. The date and time of the weekly winners’ announcements will be publicly communicated via FNB Botswana Facebook & Twitter pages.
 11. Winners must produce valid original identification documents in the form of either their OMANG (citizens) or Passport (non-citizens), when claiming their prize;
 12. Prizes won cannot be exchanged and/or returned and neither are they negotiable nor transferable;

13. The Bank reserves the right to conduct a re-draw should it, for any reason whatsoever, and after three (3) attempts, prove futile to reach the initial winner on their telephone number i.e. Cell phone and/or land line. In such circumstances, the entrants and/or initial winner for any week and/or grand prize at the time, shall irrevocably waive their rights to the prize money and/or the Grand Prize, should the Bank fail to reach them in circumstances contemplated herein;
14. By taking part in this competition, you give the promoter(s) a world-wide, royalty free and non-exclusive license to reproduce, modify, adapt and publish any content FNB App obtained by the Bank by virtue of your winning any prize for purposes of the competition for the purpose of promoting the products and services of the promoter(s). The promoter(s) will not publish your name or photograph unless the promoter(s) have your consent to do so.
15. FNBB reserves the right to cancel, alter, withdraw, terminate or temporarily suspend this Competition (including these Terms and Conditions) in the event of any unforeseen circumstances or technical reasons outside its control, with no liability to any of the entrants or third parties. Should any unforeseen circumstance result in the mentioned outcomes, the public will be duly informed through SMS, radio, newspapers, social media and the Bank's official web FNB App and official letter will be sent to Gambling authority to inform them of the changes;
16. This Competition is not open to FirstRand employees, FNBB Staff, FNBB Directors, Suppliers and/or the immediate family members of the aforementioned class of persons;

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 prizes and/or awards 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 Cash rewards due to Your participation in this Competition.

You agree that you will not hold FNBB, its Shareholders, Directors, Employees, Agents and/or Affiliates ("the Bank") liable and hereby fully indemnify the Bank, and hold the Bank completely harmless, against all damages, claims and fines made against You or the Bank by Third Parties, including all legal costs on an attorney-and-own-client scale, to the extent to which such damages, claims and fines arising out of or are connected to any taxation relating to our receipt, transfer or spend of any prize/s and/or awards or the charges in respect hereof.

GENERAL RULES THAT APPLY:

- You may not post updates that are derogatory or harmful to the Bank (i.e. the "Promoters"), the FNB App, or any other person. By posting any content You warrant that You are the sole creator, designer, author or owner of the work and that You have the right to post the work.
- You may not misuse the FNB App, FNBB App or competition in any way. This includes posting content for commercial purposes or distributing spam or malicious code or using the FNB App to collect the personal data or content of other users or direct visitors to other FNB Apps or pages.

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 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 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 (natural or legal), if such loss, damage or expense was incurred because you: a) breached the competition rules; or b) took part in this competition; or c) any person used a prize.
 - 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.
 - The Cash prizes cannot be swapped for a different 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 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 FNBB Legal Department, Second Floor First Place, Plot 54-362 Gaborone CBD, Botswana or send legal notices to botswanalegal@fnbbotswana.co.bw.
 - This competition and its rules will be governed by the law of the Botswana regardless of where you live or work, or where or how you enter.