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## FNB Botswana Swipe & Win Competition Terms and Conditions

01<sup>st</sup> November 2021 to 30<sup>th</sup> January 2022

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.

1. The Swipe and Win Competition (the "Competition") is open to all FNB Visa cardholders who hold a transactional account and are in good standing with FNB Botswana ("FNBB" or the "Bank"), aged 18 years and above;
2. The Competition will run for a period of three months commencing at 00:00am on the 01<sup>st</sup> November 2021 to 11:59pm 30<sup>th</sup> January 2022;
3. Customers who swipe or tap their FNBB Visa debit or credit cards shall, subject to clause 4 below, be automatically entered into the Competition and shall stand a chance to win FNBB branded merchandise (at the discretion of FNBB) and weekly prize money in the sum of BWP 100 000.00 (One hundred Thousand Pula) for the 1<sup>st</sup> prize and BWP 5, 000 for the 2<sup>nd</sup> and 3<sup>rd</sup> prize winner respectively, (with 1 winner being selected per week for 8 weeks).
4. The BWP 100 000.00 weekly prize winners shall automatically be eligible to be entered into the Grand Prize Finale to win an additional BWP 100 000.00 (One hundred Thousand Pula) at the end of the competition.
5. In total 9 live draws will be held as follows: 13<sup>th</sup> November at Kgale branch, 27<sup>th</sup> November at Francistown Branch, 04<sup>th</sup> December at Kanye Branch, 11<sup>th</sup> December at Ghandzi branch, 18<sup>th</sup> December 2021 at Maun branch, 15<sup>th</sup> January 2022 at Palapye branch, 22<sup>nd</sup> January at Kasane branch, 05<sup>th</sup> February at Letlhakane branch and grand finale on the 12<sup>th</sup> February 2022 at the Francistown branch. All activations will run from 9am to 12pm.
6. Potential winners shall be contacted telephonically, via the telephone number registered with the Bank, and invited to the weekly draw.
7. The selection process of the winner(s) will be overseen by FNB Botswana internal auditors and FNBB shall determine in its discretion the number of potential winners.
8. The date, time, and venue of the weekly Prize Draw will be publicly communicated via applicable media including SMS, radio, newspaper publication etc. prior to the draw including where there is a scheduled draw as per clause 5 above;
9. Winners must produce valid original identification documents in the form of either their OMANG (citizens) or Passport (non-citizens), when claiming their prize;
10. Prizes won cannot be exchanged and/or returned and neither are they negotiable nor transferable;
11. All the prize money shall be credited to winners' FNBB account. It is the responsibility of each prize winner to ensure that they pay any applicable taxes accruing from the prize money, as the case may be, with the relevant tax authority.
12. The Bank reserves the right to conduct a re-draw with the randomiser should it, for any reason whatsoever, and after three (3) attempts, prove futile to reach the initial selected contestants for the draw on their telephone number i.e., Cellphone and/or land line. In such circumstances, the entrants and/or initial contestants 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;
13. There are no restrictions on the number of valid entries per Customer, however, a Customer must swipe or tap their FNB Visa debit or credit card a minimum of five (5) times per week, to be eligible to participate in the competition. Every subsequent swipe or tap thereafter will be deemed to be a valid entry;
14. Participation in this Competition is free with no attendant Competition costs.
15. Potential winners shall be selected from the pool of entrants by using a randomizer tool/system every Wednesday during the competition.

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16. In addition, radio interviews at such radio stations that FNBB may determine will be conducted through Q&A sessions where FNBB customers who are individuals above the age of 18 will be able to call in, answer questions and stand a chance to win a share of BWP 10, 000.00 (Ten Thousand Pula) Each winner shall win an amount of BWP 1, 000.00 (One Thousand Pula, in total 10 winners shall be awarded from the radio interviews and Q&A).
17. 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 you have posted on the site 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.
18. 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 website and official letter will be sent to Gambling authority to inform them of the changes;
19. This Competition is not open to FNBB Staff, FNBB Directors, Suppliers and/or the immediate family members of the aforementioned class of persons;
20. FNBB may provide transport and accommodation for the finalist(s) when the scheduled draw is held outside of where they live.
21. The mode of transport and accommodation shall be selected and paid for by FNBB.
22. By accepting the transport and accommodation offered by FNBB for attendance of the draw, the finalist(s) irrevocably indemnifies FNBB and holds it harmless from any loss, damages (including personal injury and/or death), whether due to negligence, accident or howsoever else caused.

#### **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 site, 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 site or competition in any way. This includes posting content for commercial purposes or distributing spam or malicious code or using the site to collect the personal data or content of other users or direct visitors to other sites or pages.
- Posts must not contain any content that is normally prohibited on the site such as explicit or offensive content.
- You agree that the Promoter(s) or site owner has the absolute discretion to decide if Your actions constitute

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any of the actions prohibited above and to end Your participation in the competition immediately and take appropriate legal action against You. The promoter(s) may also immediately remove any posts that they reasonably believe constitute any prohibited content without notice to You.

- You must comply with the Competition Terms & Conditions and the Bank's privacy policies applicable to this site.
- The promoter(s) are not responsible for the sites. The promoter(s) cannot control how they operate, when or if they are available, or what content they carry. Even though the promoter(s) run the competition on the site the promoter(s) do not endorse the third party, its site, its products, or services or any content on the site. You use the site at Your own risk. You must take all necessary measures to protect Yourself from risks, such as viruses and other destructive code.
- You must obtain at Your own expense all equipment and services that are necessary to gain access to the site and ultimately to the Terms and Conditions that apply to this competition.
- 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.
- You understand that this competition is not in any way being sponsored, endorsed or administered by, or associated with any social network site. You fully release the owners of those social network sites from any legal responsibility to You or any other person.
- By participating in this competition, you understand that you are providing information to the promoter(s) and not to the owners of such social network sites.

**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.
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- 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 exchanged for a different prize.
  - You may not attempt to do anything to change the outcome of the competition in any way.



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- 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 54362 Gaborone CBD, Botswana.
- 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.