



## FNB Botswana Recharge and Win with the FNB App Terms and Conditions

These rules were first published: 19 October 2022

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 or accept any prize, these rules will apply to you, and you agree that FNB Botswana (herein referred to as “FNBB” “the promoter(s)” or the “Bank” can assume that you have read and have agreed to be legally bound by these competition rules.

1. The Recharge and Win Promotion (the “Competition”) is open to Mascom subscribers who hold FNB Retail cards (Student, Smart, Gold, Premier, Private Clients) and Commercial-SME card holders who hold a transactional account and are in good standing with FNB Botswana, aged 18 years and above.
2. This Promotion will run over a two-month period commencing at 00:00am 1<sup>st</sup> November 2022 to 26<sup>th</sup> December 2022 at 23:59hrs.
3. Commercial – SME and Retail Mascom subscribers who recharge with P50 or more on the FNB Banking App shall, subject to clause 4 below, be automatically entered into the Competition and shall stand a chance to win the following over the two (2) months:
  - Monthly prizes:
    - one (1) iPhone 13 (128GB)
  - Biweekly prizes:
    - 1 Samsung A53
  - Weekly prizes
    - one (1) of five (5) P100 airtime
4. There are no restrictions on the number of valid entries, a customer must recharge with P50 or more as many times as desired to be eligible to participate in the competition. Every Purchase will be deemed to be a valid entry.
5. Participation in this Competition is free with no attendant Competition costs.
6. Potential winners shall be selected from the pool of entrants by using a randomizer tool/system during the competition. The randomizer is an excel based tool which uses the range of all qualifying entries and randomly selects one entry as the winning participant.
7. The selection process of the winner(s) will be overseen by FNB Botswana internal auditors (the Judges).
8. Potential winners shall be contacted telephonically, via the telephone number registered with the Bank to inform them that they have been selected as winners.
9. Weekly draws will be conducted every Wednesday of the week, while monthly draws will be done on the first Thursday of the following month at FNB Head office CBD Gaborone through Microsoft Teams. The results of all draws will be publicly communicated via applicable media including SMS, radio and newspaper publications following the draw.
10. Winners must redeem their prizes (Cellphone) at FNB Head office CBD Gaborone.
11. Winners must produce their valid original identification documents in the form of either their OMANG (citizens) or Passport (non-citizens), when claiming their prize (Cellphone) at FNB Head Office in CBD Gaborone. With regards to winners residing outside Gaborone, prizes (Cellphone) will be sent to their nearest FNB Branch for collection whereas airtime prizes will be credited to the winner’s cellphone number registered with the bank.
12. Prizes won cannot be transferred to another customer nor traded in for cash.
13. The Bank reserves the right to conduct a re-draw should, for any reason whatsoever, the initial potential winner be unreachable on their provided cellphone number and fails to redeem their prize after three (3) days of the attempt to reach the winner. The Bank will attempt contact the winner daily on their provided cellphone number



and/or email address provided for three (3 days) to redeem their prize. 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 you have submitted to the promoter 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 website and official letter will be sent to Gambling authority to inform them of the changes.
16. This Competition is not open to FNBB & Mascom Staff, 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 and Mascom, 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"), 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 Promoters' websites 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) have the absolute discretion to decide if your actions constitute 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.



- Even though the Promoter(s) run the competition on the website the Promoter(s) do not endorse any third party, its site, its products, or services or any content on the website. Your use of the third-party website is 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) and the Bank 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,
- The prizes cannot be exchanged for a different prize.
  - You shall 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, First 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.