

FNBB Botswana Swipe & Win Competition Terms and Conditions

for 1st November 2023 to 31st January 2024

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 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. The cash prizes up to a total of One million and one hundred thousand Pula only (P 1 100 000) will be won during the campaign and will be structured as below:
 - a) From 1st November 2023 to 31st January 2024, twelve (12) customers will win a weekly cash prize of fifty thousand pula (P50 000) each. Twenty-four (24) runners up will walk away with five thousand pula (P5 000) each.
 - b) Twelve (12) customers who won the first prize in the weekly draws will be invited to the grand finale where one winner will walk away with an additional P100,000 and the 11 runner ups will each walk away with ten thousand pula only (P10,000).
 - c) From 13th January 2024 to 9th February 2024 four (4) lucky winners will be drawn randomly to win tenthousand-pula (P10 000) package to watch AFCON games (opening, quarter final, semi-final and final with 10 of their friends/family. The P10 000.00 package goes towards hospitality, food, and drinks at the selected venues. The host venues will be selected based on service availability and to be verified by FNBB.
 - d) In addition, sixty (60) lucky FNBB customers will stand a chance to win One Thousand pula each (P1,000) in cash prizes when they call in and answer Q&A on selected local radio stations.
 - e) A total of Seventy (70) lucky customers will be drawn randomly during the weekly activations to win one thousand (P1 000) Spar Supermarket grocery vouchers. Ten (10) of these customers will win during grand finale. The vouchers will be acquired by FNBB and given to the winner on the sport during the activation draw dates.
 - f) Thirty (30) winners to be selected through a question-and-answer competition on social media to each win one-thousand-pula (P1 000) Spar Supermarket grocery voucher throughout the competition from 1^{st} November 2023 to 31^{st} January 2024
- 2. Weekly draws will be conducted every Saturday of the week at selected location around Botswana from 11th November 2023 to 17th February 2024 as per schedule below:

Draw Schedule and Location:

Location	Date	Time
Gaborone Mall FNB Branch	11/11/2023	0900:1200hrs
Gaborone Kgale Branch	18/11/2023	0900:1200hrs
Gaborone Rail Park Branch	25/11/2023	0900:1200hrs
Gaborone Mall FNB Branch	02/12/2023	0900:1200hrs
Gaborone Kgale Branch	09/12/2023	0900:1200hrs
Gaborone Rail Park Branch	16/12/2023	0900:1200hrs
Gaborone Mall FNB Branch	13/01/2024	0900:1200hrs
Gaborone Mall FNB Branch	20/10/2024	0900:1200hrs
Gaborone Kgale Branch	27/01/2024	0900:1200hrs
Gaborone Rail Park Branch	03/02/2024	0900:1200hrs
Gaborone Mall FNB Branch	10/02/2024	0900:1200hrs
Gaborone Kgale Branch	17/02/2024	0900:1200hrs

- 3. Potential winners shall be selected from the pool of entrants by using a randomizer tool/system every Wednesday during the competition. The randomizer is an excel based tool which takes the range of all qualifying entries and randomly selects one entry as the winning participant.
- 4. 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 for the weekly cash prize draw. Every subsequent swipe or tap thereafter will be deemed to be a valid entry.
- 5. Participation in this Competition is free with no attendant Competition costs for participants attending the draw and travelling outside their area of residence.
- 6. The selection process of the winner(s) will be overseen by FNB Botswana internal auditors (the Judges).
- 7. Potential winners shall be contacted telephonically, via the telephone number registered with the Bank and invited to the weekly draw.
- 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.
- 9. Winners must produce valid original identification documents in the form of either their OMANG (citizens) or Passport (non-citizens), when claiming their Cash prize and when attending the draw of the cash prize.
- 10. Entrants who are unable to attend the weekly draws may appoint a representative whose full names and ID number should be provided before the draw.
- 11. Prizes won cannot be exchanged and/or returned and neither are they negotiable nor transferable
- 12. The Cash prizes shall be credited to winners' FNBB account.
- 13. The Cash prizes shall be credited to the winner's FNB account within two (2) weeks from the date of the draw.
- 14. Entrants who do not show-up during the day of the draw will not be awarded runners-up prize nor their slot be transferred to the following week draw.
- 15. If one of the entrants to competition do not show-up for the draw, but having confirmed attendance, the bank reserves the right to award P10 000.00 as runner-up cash prize for the customer in attendance at that draw.
- 16. The Bank reserves the right to conduct a re-draw should it, for any reason whatsoever, and after three (3) months of attempts to reach winners, prove futile to reach the initial entrant on their telephone number i.e., Cellphone and/or land line. In such circumstances, after three (3) months of failure to redeem their prizes, 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.
- 17. By taking part in this competition draw, 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).

- 18. FNBB will seek approval from the Gambling Authority should the need arise 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.
- 19. This Competition is not open to FNBB Shareholders, Staff, Directors, Associates, Subsidiaries, Agents nor 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 its 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 and Associates ("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 and prohibited in law.
- 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. You use the third-party website 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, 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.
- The Cash prizes cannot be swapped 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 stillapply.
- 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.
- The terms and conditions of this competition may be obtained or viewed from the FNBB website for the term of the campaign.