

FNB Botswana Go Cashless with FNB POS Full Terms and Conditions

Date these rules were first published: 13 March 2019

Date these rules were last changed: 20 March 2019

Read these competition rules ("Rules") carefully. The Rules explain your rights and duties under this competition. If you take part in this competition and/or accept any prize in terms of the competition, these Rules will apply to you. You agree that the person running this competition (the "Promoter/s") can validly proceed on the understanding that you have read, understood and agreed to be legally bound by these Rules.

1. **Who can take part:** The Go Cashless with FNB POS Competition (the "Competition") is open to all Visa cardholders (irrespective of the issuing bank), who are aged 18 years and older (the "Customer(s)");
2. **Competition Period:** The Competition will run from 00:00am on 2nd April 2019 and will end at 11:59pm on [];
3. Customers who swipe their Visa cards (i.e. Credit or Debit cards) on any FNB POS Devices/Speedpoint machines available at any of the licensed merchants in Botswana ("Participating Merchants") stand a chance to win weekly grocery vouchers valued at BWP 2,000.00 per winner (with 6 winners being selected each week, for the duration of the Competition) as well as FNB branded merchandise;
4. To participate in the competition, Customers must slot their Swipe Slips (inclusive of an inscription containing Customer details i.e. the Customers' full names and contact number) into FNB branded competition boxes visibly located in all participating merchant stores;
5. Cashiers or till operators employed by participating merchants also stand a chance to benefit from the competition as appears below:
 - a) A cashier or till operator who facilitates a winning transaction (i.e. who assisted the winning customer) ("Winning Cashier") shall be rewarded for their efforts in facilitating a winning transaction, by getting a prize equivalent to that which is offered to each winning customer (i.e. a weekly grocery voucher valued at BWP 2000.00 per winning cashier, with 6 winning cashiers being selected each week, for the duration of the competition);
6. There are no restrictions on the number of permissible card swipes per Customer;
7. All swiping transactions shall be charged in accordance with the fees prescribed for such transactions, by issuing bank (i.e. the Customer's bank);
8. Winners will be randomly drawn from a pool of all entrants and will be notified telephonically, via the telephone numbers provided by the Customer in Swipe Slips;
9. Weekly draws will take place at select venues to be communicated via applicable media including SMS, radio, newspaper publication etc;
10. Winners must produce valid original identification documents in the form of either their OMANG (citizens) or Passport (non-citizens), when claiming their prizes;
11. Prizes won cannot be exchanged or returned and are not negotiable or transferable;
12. FNB (inclusive of its affiliates, subsidiaries, shareholders, directors, employees and agents) shall not be responsible for any damage, loss or harm caused to anyone using a prize awarded in terms of this competition. Accordingly, winners hereby agree to accept the prizes as are without apportionment of liability to FNB, for any losses, harm or damaged sustained as a result of the use and/or enjoyment of the prize(s);

13. Winners use and enjoy prizes at their own risk. FNB, its shareholders, affiliates, directors, employees or agents shall not be liable for any damages and/or losses sustained by the Winners (including death), whether due to negligence or howsoever else caused, after hand over of the Grocery Voucher(s), to the Winner(s). The Winner(s) therefore fully indemnifies FNB, its shareholders, affiliates, directors, employees or agents against any costs and/or fees (including legal costs on an attorney and own client scale), which the Winner may incur, as a result of such loss and/or damage;
14. FNB 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 the telephone number provided by such winner. In such circumstances, the entrants irrevocably waive their rights to prize vouchers should FNB fail to reach them as stated above;
15. FNB may use the winners' names, surnames, pictures and winnings ("Customer details") for marketing purposes including but not limited to newspapers, radio, TV, social media. The exercise of this right shall, however, be conditional upon the winners' consent. FNB shall not publish the winners' details without the winners' prior written consent. In the event that the winners agree to their details being used by FNB as envisaged herein (i.e. for marketing purposes), the winners shall not be entitled to any compensation and accordingly waive any rights to such entitlement;
16. FNB may 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;
17. This Competition is not open to FNB Staff, FNB 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 FNB, 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 arise out of or are connected to any taxation relating to Your 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 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 fully indemnify the promoter(s) 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 (or may have suffered), any expenses and costs they paid or are responsible for. Legal costs mean costs on an attorney and own client scale.**

- 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 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 this will be reckoned with in accordance with Botswana time.
- 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 FNB Botswana 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.