

FNB Botswana Swipe & Win a Car Full Terms and Conditions

Date these rules were first published: 28 August 2018

Date these rules were last changed: 06 November 2018

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 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 in good standing with FNB Botswana (“FNBB” or the “Bank”) and are aged 18 years and above;
2. The Competition will run over a three-month period commencing at 00:00am on the 15th September 2018 to 11:59pm on the 15th December 2018;
3. Customers who swipe their Visa cards shall automatically be entered into the Competition and shall stand a chance to win weekly prize money in the sum of BWP 5000.00 per winner (with 2 weekly winners being selected per week), FNBB branded merchandise or an ultimate Grand Prize of a White Double Cab Toyota Hilux Dakar DC 2.8GD6, at the end of the competition. This vehicle will have three (3) years or one hundred thousand kilometres (100 000km) warranty and a five (5) year or ninety thousand kilometres (90 000km) service plan;
4. There are no restrictions on the number of permissible card swipes per Customer;
5. Participation in this Competition is absolutely free with no attendant Competition costs;
6. Winners will be randomly drawn from a pool of all entrants and shall be notified telephonically, via the telephone number registered with the Bank;
7. The Grand Prize Draw will take place on the 18th December 2018 at 11am at a venue to be publicly communicated via applicable media including SMS, radio, newspaper publication etc;
8. Winners must produce valid original identification documents in the form of either their OMANG (citizens) or Passport (non-citizens), when claiming their prize;
9. Prizes won cannot be exchanged or returned and neither are they negotiable nor transferable;
10. The Grand Prize shall be delivered to the winner upon completion of all mandatory vehicle registration processes and procedures. In this regard, the registration costs shall be solely borne by the Bank;
11. The Grand Prize i.e. the White Double Cab Toyota Hilux Dakar DC 2.8GD6 shall be presented to the Grand Prize Winner *voetstoots* (i.e. in the manner and form as displayed at Competition activation sessions). The Bank shall not be responsible for any defects (latent or patent) or any damage resulting therefrom and the Grand Prize Winner hereby agrees to accept the prize as is (i.e. with all faults);
12. All risk in and to the Grand Prize shall automatically pass onto the Grand Prize Winner immediately upon registration of transfer of the vehicle into the Winner’s names, where after the Winner shall be solely liable (and responsible) for any and all kinds of risks associated with ownership of the Grand Prize, including (without limitation) the risk of loss and/or damage to the Grand Prize. To that end, it shall be the responsibility of the Grand Prize Winner to ensure that the vehicle is insured against risk of (un)foreseeable loss and/or damage, immediately upon transfer of the prize, to the Winner. Proof of paid up insurance cover shall, however, not be necessary for the release of the Grand Prize, it being noted that the Grand Prize shall be released to the Winner immediately after registration of transfer, into the Winner’s names;



13. The use and enjoyment of the Grand Prize post transfer of same to the Winner, shall be done at the Winner's instance and peril. The Bank shall not be liable for any damages and/or losses sustained (including death), whether due to negligence or howsoever else caused, post registration of transfer, into the Winner's names. The Winner therefore fully indemnifies FNBB 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. 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. In such circumstances, the entrants irrevocably waive their rights to prize money and/or the Grand Prize, should the Bank fail to reach them in circumstances contemplated herein;
15. FNBB reserves the right to 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. FNBB shall not publish the winners' details without the winners' prior written consent. In the event that the winner agrees to their details being used by the Bank as envisaged herein (i.e. for marketing purposes), the winners shall not be entitled to any remuneration and accordingly waive any rights to such entitlement;
16. 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;
17. This Competition is not open to FNBB Staff, FNBB Directors, Suppliers and/or the immediate family members of the aforementioned class of persons;
18. The car image used is for demonstration purposes only and is subject to change at the discretion of the Bank.

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 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 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 prizes cannot be swapped for cash or 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 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.