



FNB Namibia Cash InStore Win a Car Full Terms and Conditions

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Last date that terms were updated: 05 November 2020

Read these competition rules carefully. These competition rules (“rules”) explain your rights and obligations under this competition. If you take part in this competition or accept any prize, these rules will apply to you and you hereby consent that the person running the competition (“the promoter/s”) can assume that you have read, understand and agree to be legally bound by these rules.

Promotion Name:	FNB Namibia Cash InStore Win a Car Competition
Promoter(s) Name(s):	The Competition (“Competition/Promotion”) is organised and conducted by First National Bank of Namibia Ltd (“FNBN”). In these rules we refer to FNBN, the promoter(s) as either “the promoter(s)”, “our”, “us” or “we. We will refer to participants as “you” or “customer”.
Competition opens:	Entries open at 00:00AM on 3 November 2020
Competition close:	The competition will close at 23:59 on 31 January 2021
Eligibility: Who qualifies to take part?	The Cash InStore Win a Car Competition (the “Competition”) is open to all FNB and Non-FNB Namibia customers who transact via eWallet InStore and FNB Namibia cardholders who hold a transactional account in good standing with FNB Namibia (“FNBN” or the “Bank”) and are aged 18 years and above who transact using any of the FNB InStore services.
Qualifying criteria:	Customers who use the FNB Namibia InStore services, should do a minimum of 3 of the following transactions per month: <ul style="list-style-type: none"> • Withdraw cash at the till of participating stores • Withdraw and/or buy goods using the available funds on their eWallet account at the till of participating stores, • Deposit or withdraw cash from their FNB account or eWallet using Cash Plus at participating stores,
Who cannot take part?	The following persons may not take part in this Competition even if they qualify to take part. They will forfeit (give up) any prizes awarded to them: <ul style="list-style-type: none"> • Any person who is an employee of the First Rand Namibia Group • Any director, member, partner, agent of, or consultant of the promoter(s). • Any other person who directly or indirectly controls the promoter(s).

	<ul style="list-style-type: none"> Any person whose accounts and credit agreements with FNB Namibia Limited are not in good standing
<p>How the promotion and prize allocation work:</p>	<p>We will run a Cash InStore competition nationally. The aim will be to create more awareness and drive transaction volumes of our Cash @ till, eWallet @ till and Cash Plus services, collectively known as Alternative Channels.</p> <p>The competition will be promoted via the following channels:</p> <ul style="list-style-type: none"> In store branding Radio Print OOH Social media TV Activations <p>The Customer will be required to use/transact using the FNB InStore services a minimum of 3 times per month, by either doing 1 or a combination of the following:</p> <ul style="list-style-type: none"> Withdraw cash at the till of participating stores Withdraw and/or buy goods using the available funds on their eWallet account at the till of participating stores, Deposit or withdraw cash from their FNB account or eWallet using Cash Plus at participating stores, <p>The customer will be automatically entered into the Competition and shall stand a chance to win one of three brand new cars, one each per month from a choice of either a</p> <ul style="list-style-type: none"> VW Polo 1.4 Trendline, Suzuki Swift 1.2i GL MT or, Nissan NP200 1.6, <p>vehicles each month (i.e. one per month limited only to the 3 vehicles available for this competition) (“Monthly Grand Prize”), for the duration of the competition.</p>
<p>Winner selection and notification:</p>	<ul style="list-style-type: none"> Winners will be randomly drawn from a pool of qualifying entrants and shall be notified telephonically, via the telephone number registered with the Bank, the onus is on the customer to ensure that the number they are using is the correct number currently registered with the Bank. The Bank reserves the right to conduct a re-draw should it, for any reason whatsoever, and after three (3) attempts, to reach the initial winner on their telephone number prove futile. In such circumstances, the entrants irrevocably waive the Monthly Grand Prize, should the Bank fail to reach them in circumstances contemplated herein; The car image used is for demonstration

	<p>purposes only and is subject to change at the discretion of the Bank.</p> <ul style="list-style-type: none"> • The date, time, and venue of the Monthly Grand Prize Draw will be publicly communicated via radio and the Banks social media platforms (Facebook, Twitter and Instagram) prior to the draw; ▪ Winners must produce valid original identification documents in the form of either their Namibian Identification Card/ID (citizens) or Passport (citizens and non-citizens), when claiming their prize; • Prizes won cannot be exchanged or returned and neither are they negotiable nor transferable. • The Monthly Grand Prize will be delivered via the dealer, but the customer should reserve the right to negotiate how they will take delivery. • FNB however will not convert the prize to cash; • The Monthly Grand Prize shall be presented to the Winner(s) 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 Winner(s) hereby agrees to accept the prizes as are (i.e. with all faults); • In the event of a dispute, the Promoter's decision is final, and no correspondence will be entered. • Should the Promotion draw be postponed to another date for any reason whatsoever, the new draw date will be published on our website www.fnbnamibia.com.na. All customer queries can be directed to fnbmarketing@fnbnamibia.com.na • In the event of circumstances outside the reasonable control of the promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this Promotion and only where circumstances make this unavoidable, the promoter reserves the right to cancel or amend the Promotion or these terms and conditions, at any stage, The promoter reserves the right to verify all participants - including but not limited to enquiring as to the address
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	<p>and identity details, and may refuse entitlement and/or refuse further participation in the Promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this Promotion entry requirements or otherwise where a participant has gained unfair advantage in participating in the Promotion. The promoter will be the final arbiter in any decisions, and these will be binding, and no correspondence will be entered into in relation this clause.</p>
<p>Is there a limit on the number of times you can enter?</p>	<p>There are no restrictions on the number of valid entries per customer, however, a customer must perform any of or a combination of these transactions, a minimum of 3 times per month to be eligible to participate in the competition for the participating month. Transactions are not transferable or accumulated over the period of the competition. Eligibility is only for one month and resets to zero for the subsequent months of the competition. Every subsequent transaction thereafter will be deemed to be a valid entry;</p>
<p>Right to end the competition:</p>	<p>FNB reserves the right to end this Promotion at any stage.</p>
<p>Data Usage and Privacy Policy:</p>	<p>FNB 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 winners shall not be entitled to any remuneration and accordingly waive any rights to such entitlement.</p> <p>We will treat your information in total confidence and will not sell, share or rent this information to any other third parties. We may disclose information if required to do so by law or if it is required to protect the safety, rights or property of FNB, our members, participants or the public.</p>
<p>General:</p>	<p>No correspondence will be entered into, regarding either this Promotion or these Rules. In the unlikely event of a dispute, our decision shall be final. We reserve the right to amend, modify, cancel or withdraw any aspect of this Promotion in our sole discretion at any time without notice or liability. Participants in this Promotion agree that we will, subject to prevailing law, have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of an allocation, or from participation in this Promotion. The laws of the Republic of Namibia govern this Promotion. If any provision or part of these Rules is deemed void or otherwise unenforceable in law, then that provision or part shall be deemed excluded and the remainder of these Rules shall remain in force. Any violation of these Rules will result in the immediate disqualification of the transgressing participant from the Promotion.</p>



Rule Amendments:	These Rules cannot be modified or superseded except by FNB Namibia, in our reasonable and sole discretion, in a written revision to these Rules posted on the website or using other potential official Promotion communication methods reasonably calculated to reach most of the potential participants. A copy of these Rules can be found on www.fbnamibia.com.na . The onus will rest with the participant to review the latest set of rules for this promotion.
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General rules that apply:

<p>IMPORTANT:</p> <ul style="list-style-type: none">▪ You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Promotion 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 Promotion 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 Promotion 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 (legal or natural) if such loss or damage or expense was incurred because you:<ul style="list-style-type: none">a) breached the Promotion rulesb) took part in this Promotion orc) 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.
- If you fail to comply with any part of these rules you will be disqualified, and you will give up (forfeit) any prize(s).
- Unless the promoter(s) say otherwise you must be at least 18 years old to enter.
- Unless the promoter(s) say otherwise you can only win a prize once.
- The prizes may not be sold or given to someone else.
- The prizes cannot be swapped for cash or a different prize.
- You are responsible for the tax associated with using or accepting any prize.
- You may not attempt to do anything to change the outcome of the Promotion in any way.
- The Promotor's decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the Promotor.



- The promoter(s) have the right to end this Promotion at any time. If this happens you agree to waive (give up) any rights that you may have about this Promotion and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the Promotion. The promoter(s) can change the rules of the Promotion throughout the duration of the Promotion. For convenience, only, the date on which these rules were last amended will be shown below the heading. It is your responsibility to check the rules for amendments.
- 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 FirstRand Namibia Legal, 3rd Floor, 130 Independence Ave, @Parkside, Windhoek.
- This Promotion and its rules will be governed by the law of the Republic of Namibia regardless of where you live or work, or where or how you enter.

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 prize/s, awards and Rewards obtained in respect of this Promotion.

You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and Rewards due to You for participating in this Promotion.

You agree that You will not hold us, First National Bank of Namibia Limited ("the Bank") liable and you hereby fully indemnify the bank, and hold the bank completely harmless, against all damages, claims and fines made against you or the bank, 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, awards and Cash Back Rewards or the charges in respect thereof.