

**Date these rules were first published: 30/11/2022**

**Date these rules were last changed: 14/12/2022**

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” or “FNB”) can assume that you have read and agreed to be legally bound by these competition rules.

1. The Gold Competition – Win a Smartphone “Competition”) is organised and conducted by First National Bank of Namibia Ltd (“FNB”).
2. The Competition will run from 1 December ‘22 at 00:00:01 and will strictly close on 31 May ‘23 at 23:59:59. Transactions made after the closing date will not be considered by FNB for this competition.

#### **WHO CAN QUALIFY?**

3. The Competition is open to existing to bank and all new to bank FNB Gold Lifestyle Account holders who opened their account via the FNB App or website, that are in good standing and entrants must be in possession of a valid ID or Passport.
4. Participants who are directors, members, partners, employees, agents of or consultants of FNB, its subsidiaries, holding companies, divisions and/or associated companies or of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by FNB, will not qualify to participate in the Competition and will also not be eligible for any prizes.
5. By entering this Competition, all participants agree to be bound by these terms and conditions, and FNB’s decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.

#### **HOW TO QUALIFY?**

1. **For new to bank customers to qualify**, customers need to open a Gold Lifestyle Account via the FNB App or Website, activate your account by depositing into their FNB Gold Lifestyle account (a minimum amount of N\$5 000 and a maximum amount of up to N\$20 000)
2. **For existing to bank customers to qualify**, customers need to deposit a minimum of N\$2 000 and transact for 3 consecutive months.
3. Winners will be selected randomly by a randomiser application during the Competition period.
4. FNB does not accept any responsibility for any transaction that is not delivered, received or is delayed or damaged due to technical reasons, including telecommunication failure on the part of the participant’s service provider, or otherwise.
5. Participants acknowledge and agree that they may incur costs or other charges ordinarily associated with using an FNB Gold Debit Card.

## PRIZES

6. **New to bank customers:** The prizes consist of 1 x winner monthly for a period of 6 months.
7. **Existing to bank customers:** The prizes consist of 2 x winners over a period of 6 months.
8. There will be 8 draws in total, 1 x monthly winner for new to bank customers and 2x winners over the period of 6 months for existing to bank. Each draw will consist of a randomiser to pick any two customers who meets the following criteria:
  - a. FNB Gold Lifestyle Account holder in good standing.
  - b. The existing to bank customer has made a deposit of N\$2 000 and transacted.
9. Only one win per customer.
10. Winners will be notified by call or SMS on the following dates:
  - Within 2 weeks after the draw is done
11. The prizes do not cover any other costs of the winner whatsoever.
12. The prize is limited to a smartphone which we will hand over to the winner.
13. FNB reserves the right to substitute the prizes for an alternative prize of equal or greater value should the prizes promoted not be available due to unforeseen circumstances.
14. FNB will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
15. FNB reserves the right to withhold prizes in the event that it reasonably believes, in its sole discretion, that the winner is not eligible to win, has contravened any of these terms and conditions, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, or if it would be unlawful to award the prize. In this instance the winner will be disqualified and automatically forfeit the prize. FNB's decision shall be final and no correspondence will be entered into.

## PUBLICITY AND DATA PRIVACY

16. By entering the Competition, a participant acknowledges that personal information about him/her will be shared with FNB and their agents to the extent necessary to conduct the Competition.
17. The prize winner must accept that his/her name and/or likeness may be announced in FNB's media publications or on the Internet for publicity or advertising purposes without additional compensation, except where prohibited by law.

## GENERAL

18. FNB reserves the right to shorten, extend, suspend the time period of the Competition or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prizes, and terms and conditions may be amended by FNB, at any time during the Competition, and will be applied and interpreted within its sole discretion. In such an event, all participants waive any rights that they may have/purport to have in terms of this Competition and acknowledge that they will have no recourse against FNB whatsoever.
19. All publicity and other materials will be the sole property of FNB.

**NB: Please note that the following terms require you to take on risk, limit the liability of FNB and indemnify FNB. Please read them carefully and contact FNB at 061 299 2222 if you have any questions.**

20. FNB is not liable for any technical failures affecting participation in the campaign and they assume no liability in this regard.
21. To the fullest extent permitted by law, by participating, the participant indemnifies, releases and agrees to hold harmless FNB, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.
22. To the extent permitted by law, FNB will not be liable in any way whatsoever, for any claims arising from loss, injury, damage or costs, suffered by a participant in relation to this Competition or the prizes offered,

including but not limited to claims relating to defects in the prizes or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by participants.

23. FNB will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
24. Namibian law shall govern these competition terms and conditions and the courts of Namibia shall have exclusive jurisdiction.

#### **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 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

For the attention: The Group Legal Advisor

@Parkside, 130 Independence Avenue, Windhoek, Namibia

#### **TAX IMPLICATIONS**

25. 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 You participating in this Competition.
26. 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, 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 thereof.