



FNB SWIPE AND WIN 2023 – COMPETITION RULES

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.

Competition Name:	FNB SWIPE AND WIN 2023
Promoter(s) Name(s):	<p>The promoter of this competition is FNB Namibia Limited.</p> <p>FNB refers to First National Bank of Namibia Limited, a division of FirstRand Namibia Limited with Reg. No. 2002/0180.</p> <p>In these rules, we refer to the above promoter(s) as “the promoter(s)”. We refer to participants and winners as “you”.</p>
Entries open and close:	<p>Entries open at 8h00 on 1 August 2023 and close at 23h59 on 30 November 2023.</p> <p>The promoter(s) reserves the right to extend the competition. Notice of this will be posted on FNB’s website.</p>
Who cannot take part?	<p>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:</p> <ol style="list-style-type: none"> Any director, member, partner, agent, or consultant of the promoter(s). Any other person who directly or indirectly controls the promoter(s). The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, or c.
How to enter and qualifying criteria?	<p>Entry into this competition is automatic for all FNB Personal cardholders that make any payments using their personal FNB Debit or Credit Card and that meet the below qualifying criteria. Business debit and credit cards are excluded.</p> <p>You must:</p> <ol style="list-style-type: none"> permanently reside in Namibia; and be 18 years or older.
Is there a limit on the number of times you can enter?	<p>You are automatically entered for every five (5) swipes or online purchases with your FNB Debit or FNB Credit card which guarantees entry, as set out herewith:</p> <ul style="list-style-type: none"> ○ Every 5 debit card swipes = 1 entry ○ Every 5 credit card swipes = 2 entries ○ Every 5 online purchases = 1 entry
What is the prize?	<p>3 winners per month will each receive up to N\$5 000 in a trolley dash at Shoprite/Checkers/USave.</p> <ul style="list-style-type: none"> ○ 1 FirstRand employee per month ○ 2 customers per month <p>Prize dates:</p> <ul style="list-style-type: none"> ○ 10 September 2023 ○ 10 October 2023 ○ 10 November 2023 ○ 10 December 2023

How will winner(s) be chosen?	FNB will be conducting the draws. Winners will be chosen at random by FNB's internal audit division as per the dates advised above.
How and when will winner(s) names be announced, and prize details communicated?	<p>Winners will be announced on 15 September 2023, 15 October 2023, 15 November 2023 and 15 December 2023, and their names will be announced on any media platform determined by FNB.</p> <p>You hereby consent to the disclosure of your name and surname as a winner in this competition.</p> <p>Please note: Whilst prize winners names and surnames will be announced on social media platforms, they may further be required to take part in publicity for the competition, including the use of their images.</p>
Questions about these rules	Should you have any queries related to the above competition you may contact FNB Marketing Division by calling 061 2992222
Tax implications for incentives	<p>IMPORTANT NOTICE: TAX IMPLICATIONS</p> <p>We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt or transfer of any prize/s obtained in respect of this incentive.</p> <p>You are fully responsible for any tax implications arising from or associated with any receipt, transfer of any prize/s due to you for participating in this incentive.</p> <p>You agree that you will not hold FNB Namibia Ltd. ("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 and awards or the charges in respect thereof.</p>
Data Usage and Privacy Policy	You can view the applicable Privacy Notices at: FNB – https://www.fnbnamibia.com.na/legal/privacyPolicy.html

GENERAL RULES THAT APPLY

- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any prize(s).
- You may not attempt to do anything to change the outcome of the competition in any way.
- 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) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or systems or other users.
- The prizes cannot be swapped for cash or a different prize and may not be sold or given to someone else.

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.
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- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so and you do not claim and collect your prize by 15 December 2023, you will forfeit your prize.
 - You must comply with the rules of any third-party service provider or prize sponsor. This includes but is not limited to any airline, transport service, accommodation provider and venue.
 - The decision of the promoter(s) is final, and no correspondence will be entered into. This means you cannot appeal any decision.
 - The promoter(s) have the right to amend these competition rules and/or 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 and claims 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 the rules have been changed or that it no longer applies to you.
 - You must send all legal notices to FNB Legal, 3rd Floor, @ Parkside, Independence Avenue, Windhoek
 - This competition 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 and the courts of Namibia shall have exclusive jurisdiction.
 - These rules will be applied and interpreted by the promoter(s) and their decision regarding any disputes relating to the meaning and/or content of the rules will be final and binding.
 - The use and processing of personal information will be subject to FirstRand's Privacy Notice and Visa's Privacy Notice.