

eBucks Travel and Air Mauritius Competition (March 2020)

COMPETITION RULES

Please note that this competition has been suspended due to the disruptions to the travel industry caused by the COVID-19 pandemic.

Date these rules were first published: 01 March 2020

Date these rules were last changed: 26 March 2020

Read these competition rules carefully. These competition rules explain your rights and duties in connection with this Competition. If you take part in this competition and/or accept any discount, these rules will apply to you and you agree that the promoter(s) can assume that you have read and agreed to be legally bound by these competition rules.

Competition Name:	eBucks Travel and Air Mauritius Competition
Promoter(s) Name(s):	This competition is run by FNB-eBucks, a business unit within First National Bank, a division of FirstRand Bank Limited (Registration No. 1929/001225/06 ("eBucks")). An Authorised Financial service and Registered Credit provider. Having its principal place of business at 10th Floor, FNB Place, First National Bank, Bank City, 30 Diagonal Street, Johannesburg, Gauteng, South Africa, 2000, in collaboration with Air Mauritius. The person responsible for conducting the promotional competition on behalf of eBucks is Calche Msali, a Marketing Manager at eBucks. In these rules we refer to the above promoter(s) as "the promoter(s)", or "us" or "we". We will refer to participants as "you".
The Prize:	<ul style="list-style-type: none"> • eBucks Members who purchase Air Mauritius return economy flights to Mauritius (departing from SA only) between 01 March and 31 March 2020 with either their FNB/RMB Private Bank Card (Cheque or Credit), eBucks or a combination of both, will be automatically entered into a draw and stand a chance to win the equivalent of their Mauritius return tickets back in eBucks; • A maximum of only two tickets will be paid out to the winner in eBucks; • Participants must travel between 01 March – 30 September 2020; This competition is valid only for bookings that are outside of peak periods and block out dates as follows: 20 Mar – 31 Mar '20 / 12 Jun – 7 Jul '20 / 18 Sep – 29 Sep '20; • Bookings must be concluded on either the eBucks Travel website or the FNB App. • Only the main member from whose account payment is made ("the main member") is eligible to win the prize and he/she must be a traveler. • Qualifying eBucks customers can get a further up to 40% off the already discounted flight(s), depending on their reward level. The eBucks Discount (of up to 40%) excludes airport taxes; • The tickets are subject to availability.
Competition opens:	The Competition starts on 01 March 2020
Competition closes:	The Competition ends on 31 March 2020. The promoter(s) reserve the right to extend the competition by amending these competition rules.
Eligibility: Who qualifies to take part?	This competition is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older at the time of entry and is a member of the eBucks Rewards Programme.
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"> a) Any employee of the promoter(s). b) Any director, member, partner, agent of, or consultant of the promoter(s). c) Any other person who is directly or indirectly controls the promoter(s). d) Any supplier of goods and services in connection with this competition. <p>The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</p>
How to participate?	To participate, go to eBucks Travel online or the FNB/RMB Private Bank App and book and pay for your Air Mauritius return flight(s) from South Africa to Mauritius, using either your FNB/RMB Private Bank Card (Cheque or Credit), your eBucks or a combination of both.
Flights booking to which the Competition is Applicable:	This Competition is only valid on return flights to Mauritius on Air Mauritius booked via the eBucks Travel website or the FNB/RMB Private Bank App. Bookings and payments need to be made between 01 March and 31 March 2020.

Is there a limit on the number of times you can enter the Competition?	There is no limit to the number of times one can enter the Competition. Each return ticket to Mauritius in the main member's name will count as a separate entry.
How will the winner be chosen?	By random draw from all eligible entries received before the closing date and time. The draw will take place by Friday, 24 April 2020 at eBucks' offices. The random entries drawn will be checked to establish whether they meet the competition qualifying and eligibility criteria. The random draws will be overseen by the Legal, Risk & Compliance team. The winner will be drawn from the transactional sales data for the competition period. Should the competition draw be postponed to another date for any reason whatsoever, the new date will be published on the eBucks website within 4 (four) days of the original draw date.
How will winners be announced	Winners will be informed by Thursday 30 April 2020 telephonically.
How will winners receive the Prize	The prize will be deposited into the winner's eBucks account within 7 days of the winner being announced.
Data Usage and Privacy Policy	Participants in the competition understand and agree that, in order to offer the Competition, eBucks may collect and use personal information about participants. This personal information may include participants' first name, last name, email address, mobile number and in certain instances your image. eBucks will treat your information in total confidence and will not sell, share or rent this information to any other third parties. eBucks may disclose information if required to do so by law or if it is required to protect the safety, rights or property of the eBucks, our members, customers or the public.
General	No correspondence will be entered into regarding either this competition or these rules. In the unlikely event of a dispute, eBucks' decision shall be final. eBucks reserves the right to amend, modify, cancel or withdraw any aspect of this Competition in its sole discretion at any time without notice or liability. eBucks cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants in this competition agree that eBucks 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 a code, or from participation in this Competition. The laws of the Republic of South Africa govern this Competition. 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 Competition.
Tax Implications	<p>IMPORTANT NOTICE: TAX IMPLICATIONS</p> <p>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 eBucks rewards obtained in respect of this incentive.</p> <p>You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and eBucks rewards due to You for participating in this incentive.</p> <p>You agree that You will not hold Us, FNB or FirstRand Bank 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 eBucks rewards or the charges in respect thereof.</p>
Rule Amendments	These rules cannot be modified or superseded except by eBucks, in its reasonable discretion, in a written revision to these rules posted on the eBucks website (https://www.ebucks.com/web/eBucks/legal/termsandconditions) and, at eBucks' sole discretion, using other potential official competition communication methods reasonably calculated to reach a majority of potential participants. A copy of these rules can be found on the eBucks website at https://www.ebucks.com/web/eBucks/legal/termsandconditions .
Questions about these rules	Email us on: calche.msali@ebucks.com

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 means 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 code. If you use or accept the code, 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 code.**
- **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: a) breached the competition rules b) took part in this competition or c) and such person used the discount code.**

GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any discount(s).
- The discount code may not be sold or given to someone else.
- You may not attempt to do anything to change the outcome of the competition in any way.
- 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 promoter(s) reserve the right to change the rules of the Competition. The promoter(s) can change the rules of the competition throughout the duration of the Competition. 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 FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.