

TERMS AND CONDITIONS FOR COMPETITIONS

FNB & Clicks Seniors Month Competition Terms and Conditions

GENERAL RULES

1. By entering the “**FNB & Clicks Seniors Month**” Competition (“**the Competition**”), all participants agree to be bound by these Terms and Conditions.
2. All information collected pursuant to the Competition is solely collected by Clicks Group Limited, its subsidiaries, divisions and/or associated companies (“**Clicks**”). By submitting their personal information to Clicks, participants consent to Clicks using their personal information in connection with the Competition.
3. The Competition commences on **1 October 2024** and closes on **31 October 2024**. Clicks reserves the right to extend the duration of the Competition, if necessary. Should the closing date be extended, a notification will be placed on the platform where the Competition was first published.
4. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision will be severed and will not affect the validity of the remaining Terms and Conditions.
5. A copy of these Terms and Conditions will be available on Clicks’ official website (www.clicks.co.za) from **1 October 2024** until **30 November 2024**. Any requests for additional clarification on these Terms and Conditions may be addressed to the following email address: Clubcardcompetitions@clicksgroup.co.za.

ELIGIBILITY TO ENTER THE COMPETITION

6. In order to be eligible to enter the competition, a participant:
 - 6.1 **must be at least 60 years of age and older and residing in the Republic of South Africa; and**
 - 6.2 **must be a member of the Clicks Customer Loyalty Programme (“Clicks ClubCard Programme”);**
 - 6.3 **must purchase at Clicks either in-store or online during the month of October 2024 and swipe his/her Clicks ClubCard during the purchase for in-store, or enter their ClubCard number for online;**
 - 6.4 **must spend at least R350 in one transaction;**
 - 6.5 **must hold an FNB or RMB Private Bank transactional account with all accounts in good standing;**
 - 6.6 **must be an FNB eBucks member;**
 - 6.7 **must pay with their FNB or RMB Private Bank Card (Physical or Virtual card).**
7. The following persons and entities are not eligible to participate in the competition:
 - 7.1 directors, members, partners, employees, agents of or consultants to Clicks, its subsidiaries, divisions and/or associated companies or any other person who directly or indirectly controls or is controlled by Clicks, and their spouses, life partners, immediate family members and business partners;
 - 7.2 directors, members, partners, employees, agents of or consultants to the advertising and promotion agencies of Clicks and their spouses, life partners, immediate family members and business partners; and
 - 7.3 directors, members, partners, employees, agents of or consultants to **First Rand Group (“Supplier”)** or any other person who directly or indirectly controls or is controlled by **the Supplier** and their spouses, life partners, immediate family members and business partners.
8. Clicks reserves the right to disqualify any participant who breaches any provision of these Terms and Conditions including but not limited to the eligibility requirements.

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ENTRY REQUIREMENTS

9. All participants who meet the eligibility requirements set out above will be entered into the Competition automatically.
10. Clicks will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause.

PRIZES

11. **Four (4)** winners will be drawn by random selection from all eligible entries by **30 November 2024**. The judges' decision is final and no correspondence in this regard will be entered into.
12. The prizes for the competition are as follows:
 - 12.1 **1 of 4x R50 000.00 Savings and Investments Deposits placed at FNB.**
13. The prizes are not transferable and cannot be exchanged for cash or for any other item. If, for any reason, **FRG** cannot provide any of the prizes, **FRG** will award an alternative prize of a similar value.
14. Each of the winners will be required to provide Clicks and/or **FRG** with proof of identification in the form of a copy of his/her identity document, passport and/or South African driver's licence.
15. The prize will be handed directly to the verified prize winner and may be handed to a third party at the prize winner's written instruction.
16. Income taxes relating to the prize, if any, are the sole responsibility of the prize winner.
17. Notification and delivery of prizes:
 - 17.1 Each of the winner's contact details will be obtained from the Clicks ClubCard Programme database. Members of the Clicks ClubCard Programme undertake to ensure that Clicks is in possession of their current contact details.
 - 17.2 Each winner will be informed telephonically within **14 working days** after his/her name has been drawn, that he/she has won the prize.
 - 17.3 The winners' names will be published on Clicks' official website (www.clicks.co.za). **The winners' names will also be displayed on the eBucks website (www.ebucks.com).** By accepting the prize, the winner expressly consents to such publication and any objection thereto must be communicated to Clicks, in writing, in the manner specified below. Clicks reserves the right to disqualify a winner if he/she does not respond to the telephone call within **2 working days** of being contacted indicating that he/she accepts the prize. In such event, Clicks will be entitled to select another winner immediately thereafter.
 - 17.4 If a winner cannot accept a prize for any reason, that winner will forfeit his/her prize and another winner will be selected. In order to claim his/her prize, a winner may contact the Clicks Call Centre on 0860 254 257 or e-mail Clubcardcompetitions@clicksgroup.co.za.
 - 17.5 **Once the winner has been successfully contacted, FRG will then open the relevant account in the winner's name. The Deposit cannot be cashed out in the 12 months post opening it.**

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PROTECTION OF PERSONAL INFORMATION

18. This Competition shall comply with, and will be subject to, the provisions of the Protection of Personal Information Act 4, 2013.
19. The participant warrants that it has provided Clicks with, accurate and current information and that any information provided to Clicks was provided voluntarily.
20. By submitting any information to Clicks, in any form whatsoever, the participant acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by Clicks and/ or **FRG** under any applicable law, which consent shall, in the absence of written objection received from the participant, be for the period required in terms of any applicable law and/or to fulfil the purpose for which the information was obtained.
21. Unless the winner specifically states otherwise, each winner agrees to participate in all promotional activity and hereby consents to Clicks and/or **FRG** using his/her name, images and/or voice in any promotional material for the purpose of promoting the competition. No compensation will be payable for such use. The winner will have the right to withdraw his/her consent for the use of his/her name, images and/or voice prior to the use thereof by Clicks and/ or **FRG** in any promotional activity.
22. In the event that any participant wishes to object to the processing of his or her personal information, the participant must direct such request to the following email address: Clubcardcompetitions@clicksgroup.co.za.

EXCLUSION OF LIABILITY

23. **BY PARTICIPATING IN THE COMPETITION, THE PARTICIPANT AGREES, SUBJECT TO APPLICABLE LAW, THAT NEITHER CLICKS NOR FRG NOR ANY OF THEIR RESPECTIVE ADVERTISING AGENCIES WILL BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS OR CLAIMS IN CONNECTION WITH THE COMPETITION OR RESULTING FROM ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE.**
24. **CLICKS RESERVES THE RIGHT TO TERMINATE, SUSPEND OR AMEND THE COMPETITION AND/OR THESE TERMS AND CONDITIONS FOR REASONS BEYOND ITS CONTROL. CLICKS AND ITS SERVICES PROVIDERS, INCLUDING ANY TELEPHONE NETWORK PROVIDERS, ARE NOT RESPONSIBLE FOR INCORRECT OR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, TECHNICAL MALFUNCTION, LOST OR DELAYED DATA TRANSMISSION, OMISSION, INTERRUPTION, DELETION, LINE FAILURE OR MALFUNCTION OF ANY TELEPHONE NETWORK, COMPUTER EQUIPMENT OR SOFTWARE, THE INABILITY TO ACCESS ANY WEBSITE OR ONLINE SERVICES OR FOR ANY OTHER REASON BEYOND ITS CONTROL.**
25. **By providing your contact details in this Competition, you are consenting to Clicks amending your ClubCard record with those contact details. YOU ACCEPT TO START RECEIVING MARKETING EMAILS FROM CLICKS.**
26. **By providing your contact details in this Competition, you are consenting to ~~Clicks amending your ClubCard record with those contact details.~~ YOUFNB contacting you.**