

2018 FNB Durban 10K CITYSURFRUN BUSINESS COMPETITION RULES

Date these rules were first published: 25 January 2018

Date these rules were last changed: 20 August 2018

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 these competition rules.

Competition Name:	2018 FNB Durban 10K CITYSURFRUN Business Competition
Promoter(s) Name(s):	<p>The promoter of this competition is FNB, a division of FirstRand Bank Limited, with Reg. No. 1929/001225/06 (“FNB”).</p> <p>In these rules we refer to the above promoter as “the promoter” or “FNB”. We refer to participants and winners as “you”.</p>
Qualifying period for the entries:	<p>Entries open on 25 January 2018 at 07:00.</p> <p>Entries close on 1 October 2018 at 17:00.</p> <p>The promoter reserves the right to extend the competition. Notice of this will be posted in these rules.</p>
Eligibility: Who qualifies to take part?	<p>This competition is open to the following persons/entities who live and/or operate in the Republic of South Africa and who have entered the 2018 FNB Durban 10k CITYSURFRUN (“the Event”):</p> <ul style="list-style-type: none"> - Any type of South African company where a minimum of 10 (ten) of its employees have entered the Event under the company entry option. It is also required that one of the entrants is the owner/CEO/MD of the company.
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> <ul 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 directly or indirectly controls the promoter(s). d) Any supplier of goods and services in connection with this competition. e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.
How to enter?	<ul style="list-style-type: none"> - Enter via www.durban10k.com/company-entries/ - A company representative needs to enter online. The Event organizer, namely Stillwater Sports, will contact the company representative directly and send a company entry form. - The company representative needs to complete the company entry form in detail and submit it to back to the Event organizer. - If the company representative’s duly completed entry form is one of the first 20 (twenty) received, the invoice will be discounted by 5 (five) entries which is the Company Prize. - The promoter reserves the right to re-allocate the Company Prize should the company representative not confirm the entry by 1 October 2018 paying the discounted invoice and sending proof of payment to the Event organizer. - Any entries received after the 20 (twenty) Company Prizes have been allocated will be charged the full race entry.

Is there a limit on the number of times you can enter?	As a company entrant, your team will receive only 1 (one) entry.
What is the prize?	<u>Company Prize:</u> <ul style="list-style-type: none"> - The first 20 (twenty) companies that enter will automatically get 5 (five) free standard entries to the value of R190 (one hundred and ninety rand only).
How and when will winner(s) be chosen?	When the 20 (twenty) companies enter, the system will automatically subtract the 5 (five) entries from the final invoice.
How and when will winner(s) be contacted?	No formal contact will be made. The entries will be subtracted from the final invoice amount.
Questions about these rules	Please address all queries to Tshiamo Poonyane via e-mail at Tshiamo.Poonyane@fnb.co.za .

GENERAL RULES THAT APPLY:

- Site refers to any website or mobile site or social network site on which this competition will be run. This includes but isn't limited to sites like Facebook, Twitter, Foursquare or Pinterest.
- If the competition requires you to post anything, your post must be original and written by you. For purposes of these rules "post" includes, but isn't limited to any written material or visual or audio material such as an image file, a photo, a sound or video clip. You may not use somebody else's post or work as your post, or as part of your post. If you are allowed to quote content from another source, you must state clearly who the author is. Any post that the promoter(s) believe to constitute plagiarism will be disqualified.
- You may not post updates that are derogatory or harmful to the promoter(s), the site, or any other person. By posting any content you warrant to the promoter(s) and the sites that you are the sole creator, designer, author or owner of the work and that you have the right to post the work.
- If the competition involves voting, you may not vote for yourself or ask other persons to vote for you.
- You may not misuse the site or competition in any way. This includes posting content for commercial purposes or distributing spam or malicious code or using the site to collect the personal data or content of other users or direct visitors to other sites or pages.
- Posts must not contain any content that is normally prohibited on the site such as explicit or offensive content.
- 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) may also immediately remove any posts that they reasonably believe constitute any prohibited content without notice to you.
- You must comply with the terms & conditions and privacy policies of the site.
- By posting the submission you give the promoter(s) a world-wide, royalty free and non-exclusive license to reproduce, modify, adapt and publish any content you have posted on the site for purposes of the competition for the purpose of promoting the products and services of the promoter(s). The promoter(s) will not publish your name or photograph unless the promoter(s) have your consent to do so.
- The promoter(s) are not responsible for the sites. The promoter(s) cannot control how they operate, when or if they are available, or what content they carry. Even though the promoter(s) run the competition on the site the promoter(s) do not endorse the third party, its site, its products, or services or any content on the site. You use the site at your own risk. You must take all necessary measures to protect yourself from risks, such as viruses and other destructive code.
- You must obtain at your own expense all equipment and services that are necessary to gain access to the site to take part in this competition.
- The promoter(s) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or our systems or other users.
- You understand that this competition is not in any way being sponsored, endorsed or administered by, or associated with any social network site. You fully release the owners of those social network sites from any legal responsibility to you or any other person. By participating in this competition, you understand that you are providing information to the promoter(s) and not to the owners of such social network sites.
- If you don't comply with this clause your posts can be deleted and you will not be allowed to access the site or take part in the competition.
- If the prize involves international travel you must have a valid passport and obtain the necessary VISAs. The promoter(s) are not responsible if you cannot arrange this on time.
- Unless the promoter(s) say otherwise the advertised dates and times of prizes involving travel or tickets to events cannot change. Unless these rules specifically say otherwise the prize will not include the cost of transport, accommodation, spending money or food. This means you will be responsible for organizing and paying for your own transport to the venue, accommodation, food and spending money. Unless the promoter(s) agree otherwise the winner must use the prize.
- Tickets must be collected before the deadline. Proof of identity may be required. You must be able to provide proof of your identity if required.
- You are responsible for arranging your own travel and medical insurance.
- You must comply with the rules of any third party service provider. This includes but is not limited to, any airline, transport service, accommodation provider and venue.

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 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 (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) 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).
- Minimum age for participation is 14 (fourteen) years of age on race day.
- Unless the promoter(s) say otherwise, entry is restricted to one entry per person and multiple entries will be disqualified.
- Unless the promoter(s) say otherwise, you can only win a prize once.
- Automated or bulk entries will be disqualified.
- 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 competition in any way.
- The judges' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- 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.
- This competition and its rules will be governed by the law of the Republic of South Africa regardless of where you live or work, or where or how you enter.