



SPOT THE FLAME COMPETITION TERMS AND CONDITIONS

1. Introduction

- 1.1. These Terms and Conditions govern your participation in the “Spot the Fame” competition (the “Competition”) run by First National Bank Eswatini (“FNB Eswatini”).
- 1.2. FNB Eswatini in her sole discretion can restrict, suspend, amend, extend, or otherwise alter the Competition Terms and Conditions at any time and without prior notice. If the Competition Terms and Conditions have been updated, FNB will publish this information via www.fnbswaziland.co.sz
- 1.3. Customers are encouraged to frequently visit the FNB website to see any updates on the Terms and Conditions.
- 1.4. FNB Eswatini’s decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.”
- 1.5. By entering the Competition, you agree to be bound by these Terms and Conditions.

2. Interpretation

- 2.1. The headings appearing in these T&Cs are for reference purposes only and shall not affect the interpretation hereof;
- 2.2. Words importing natural persons shall include a reference to bodies corporate and other legal personae and vice versa;
- 2.3. Words importing the masculine shall include a reference to the feminine and other genders;
- 2.4. Words importing the singular shall include a reference to the plural and vice versa,
- 2.5. Annexures to these T&Cs shall be deemed to have been incorporated herein and shall form an integral part hereof;
- 2.6. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 2.7. When any number of days is prescribed in the T&Cs, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;
- 2.8. A reference to a document includes an amendment or supplement to, or replacement or novation of that document.
- 2.9. The invalidity of one or more of the clauses will not affect the remainder of the terms & conditions, which shall remain in full force and effect

3. Definitions

- 3.1. **“Competition”** means the Spot the Flame Competition.
- 3.2. **“Customer”** means a client of FNB Eswatini who holds an active accounts with FNB Eswatini.
- 3.3. **“FNB”** means First National Bank of Eswatini (PTY) LTD.
- 3.4. In this document **“you”** or **“your”** refers to the Customer (account holder). If required “you” and “your” also includes or refers to each of the Customer’s representatives and **“we”, “us”** or **“our”** refers to FNB of Eswatini Limited any affiliate companies, its associates, cessionaries, delegates or successors in title and/or third parties (like its authorized agents and contractors).

4. Eligibility

- 4.1. The Competition is open to natural persons who are legal residents of Eswatini, 18 years of age or older and hold an active FNB Eswatini account.
- 4.2. Employees, directors, and consultants of FNB Eswatini are not eligible to participate.



5. Competition Period

- 5.1. The Competition will run from 28 April 2025 to 23 May 2025 (the “Competition Period”).
- 5.2. Entries received after the closing date will not be considered.

6. How to Enter

- 6.1. To enter, Customers must:
 - 6.1.1. Take a photo, selfie or video with the turquoise flame which will pop up in different FNB branches around the country.
 - 6.1.2. Post on Facebook, Instagram or Twitter.
 - 6.1.3. Use the hashtag #FNBGoesToBushfire and #SpotTheFlame.
 - 6.1.4. Tag @FNBESwatini.
- 6.2. Only entries that meet the specified criteria will be eligible for selection.

7. Winner Selection and Prizes

- 7.1. A total of 15 winners will be randomly selected during the Competition Period.
- 7.2. Each winner will receive a Bushfire 2025 Main Arena ticket.
- 7.3. The Competition prizes do not cover any other costs of the winner whatsoever.
- 7.4. Winners will be announced via FNB Eswatini’s social media platforms and contacted directly.
- 7.5. Prizes are non-transferable, non-refundable, and may not be exchanged for cash.
- 7.6. 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 if it would be unlawful to award the prize. In this instance, the winner will be disqualified and forfeit the prize. FNB’s decision shall be final, and no correspondence will be entered into.

8. General Conditions

- 8.1. FNB Eswatini reserves the right to amend or cancel the Competition at any time without prior notice.
- 8.2. By entering, Customers consent to their name, likeness, and entry being used for marketing and promotional purposes without compensation.
- 8.3. FNB Eswatini will not be held responsible for any lost, late, or misdirected entries or any technical failures.
- 8.4. If the Customers’ FNB Eswatini account is closed or inactive during the Competition period, the Customers will be automatically disqualified from the Competition.
- 8.5. The judges’ decision is final, and no correspondence will be entered into.

9. Data Protection

- 9.1. By entering the Competition, a Customer acknowledges that personal information about him/her will be shared with FNB and their agents to the extent necessary to conduct the Competition.
- 9.2. 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.
- 9.3. FNB values your privacy. The information collected from you in connection with the Competition, will be used and disclosed by us in accordance with FNB Data Privacy Policy found on FNB website at www.fnbswaziland.co.sz



10. Limitation of Liability

10.1. FNB Eswatini will not be liable for any loss, damage, or injury of any nature suffered as a result of participating in the Competition or accepting any prize, except where such liability cannot be excluded by law.

If you have any disputes, complaints, or enquiries, you may contact our Customer Service Centre on 8006100 (Toll-free) or 2518 6000 (standard network rates apply) or email gethelp@fnb.co.sz to raise them to raise them.

10.2. Any complaint that you may make will be investigated and determined within a period of thirty (30) days and once a decision has been made thereon it will be communicated to you forthwith. FNB Eswatini will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with FNB's complaints handling procedures.

10.3. Where a notification regarding your complaint or any other matter is expected from FNB but not received, the complaint must be made within a reasonable time after non-receipt of such notification.

10.4. If you are not satisfied with any response in relation to your complaint, you may refer the matter to the Banking Ombudsman situated at the Central Bank of Eswatini.

10.5. For further details on complaints, please refer to our Complaints procedure obtainable at 8006100 or 2518 6000 or email gethelp@fnb.co.sz

11. Governing Law

11.1. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Kingdom of Eswatini as constituted on the day this Agreement is entered, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such laws.

12. Jurisdiction

12.1. FNB shall be entitled, at its option to institute any legal proceedings which might arise out of or in connection with this Agreement, in any Magistrates Court in the Kingdom of Eswatini, notwithstanding that the claim value of the matter in dispute might otherwise exceed the jurisdiction of such court in respect of the causes of action.

12.2. Notwithstanding the foregoing FNB, shall at its option, be entitled to institute any proceedings against you connected with this Agreement in the High Court of Eswatini.

12.3. You hereby consent and submit to the jurisdiction of whichever court FNB institute proceeding at. You will pay FNB's costs, fees, and expenses in recovering any amounts owing to FNB or enforcing, preserving, or protecting its rights in terms hereof, including legal costs on the attorney-own-client scale, collection charges, tracing fees, and VAT, on demand.

13. Declaration

13.1. By participating in the Competition, you certify that you are over the age of minority.

13.2. You confirm to have received, read, understood, and agree to be bound by Spot the Flame Competition Terms and Conditions.

13.3. You consent that FNB, the FirstRand Group, any affiliate companies and / or third parties (like



its authorized agents and contractors) may process (collect, use, store or otherwise deal with) your personal information according to applicable laws or FNB's policies on Customer Privacy. You hereby confirm that you have read and understood FNB's Data Privacy Policy.