Terms and Conditions for the “Samsung Galaxy S4 “Campaign

Definitions

Smart Device
- Refers to, but not limited to, Smartphones, Tablets, Laptops, accessories,

Qualifying Cheque Account
- Refers to the type of Cheque Account. For further details, go to www.fnb.co.za

Mobile Pricing Option
- For a fixed monthly fee, you get unlimited qualifying electronic banking transactions but limited to 4 ATM withdrawals. For further details, go to www.fnb.co.za

Good standing
- This means that none or your FNB and FirstRand Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings.

Electronic Banking Access
- Refers to Online Banking or the FNB Banking Application

Contract
- Refers to the 24 month contract for the payment of the Smart Device concluded Online, through Voice Log, or any other FNB Channel

Minimum Income Requirements
- Refers the minimum required deposits into your specific qualifying Cheque Account. For further details, go to www.fnb.co.za.

Straight Up Top Up 100 Cell C Contract
- Cell C will provide you with 100 free minutes of airtime per month, 100 SMS/MMS and 100MB of data per month. Once you have used all the free airtime, SMS/MMS or data, and should you require additional airtime, and/or SMS/MMS and/or data, you will have to recharge the account using normal recharge mechanisms.

I, you, your, yours, yourself
- Refers to the Customer taking up the offer

These terms and conditions, together with the qualifying FNB Cheque Account Terms and Conditions, the FNB General Terms and Conditions, the FNB Connect Terms and Conditions, and the Remote Banking Agreement apply to you when acquiring the “Samsung Galaxy S4” through FNB.

In order to qualify for the offering you need to agree to the following Terms and Conditions:
1. Campaign and FNB Cheque Account Terms and Conditions
2. Smart Device Terms and Conditions
3. FNB Connect Terms and Conditions
4. General campaign Terms and Conditions
5. Terms and Conditions of Data and Voice packages available from Cell C
6. Always On Terms and conditions
7. Samsung Hub Terms and Conditions

FNB Campaign Rules
1. Campaign and FNB Cheque Account Terms and Conditions:
   • New qualifying customers must take up a new qualifying cheque account and select the Mobile Device Pricing Option to qualify for the Samsung Galaxy S4, the Straight Up Top Up 100 Cell C Contract over 24 months, a once off R300 voucher from Samsung Hub, and 24 GB data from AlwaysOn over 24 months, at a reduced rate of R299.00 per month over 24 months. You have the option to purchase the Samsung Galaxy S4 cover at a discounted rate of 35% off the recommended retail price.
   • Existing qualifying customers and customers that are upgrading from another FNB Account will qualify for the Samsung Galaxy S4 at a reduced rate of R299.00 per month over 24 months, and the option to purchase the Samsung Galaxy S4 cover at a discounted rate of 35% off the recommended retail price.
• Debit Order Switching must be processed through FNB. Should you wish to arrange for your own debit order switching, you will not be entitled to the reduced rate of the Samsung Galaxy S4, and the value adds described above.
• The debit order for the Samsung Galaxy S4 will run on the 25th of every month for the duration of the 24 month Contract.
• You must pay your monthly salary or income into the qualifying FNB Cheque Account and meet the minimum income requirements for the qualifying FNB Cheque Account each month.
• Offer is subject to availability of the Samsung Galaxy S4, and commences on the 26th April 2013, and terminates on the 30th June 2013.
• You are required to provide consent to FNB to conduct a credit check
• Your FNB Accounts must be in good standing.
• For the FNB Cheque Account Terms and Conditions, please refer to FNB Cheque Account Terms and Conditions:

2. Smart Device Terms and Conditions:
• Please refer to FNB Smart Device Terms and Conditions available at:
  (https://www.fnb.co.za/downloads/online-banking-documentation/FNB_Cheque_Card_Ts_and_Cs.pdf)
  Should a dispute between you and FNB arise, you can send a complaint in writing to care@fnb.co.za, or call 0860 102 970. FNB will respond to you in writing.

3. General Campaign Terms and Conditions:
• FNB offers you the Straight Up Top Up 100 Cell C Contract on behalf of Cell C. For further information, please refer to the Cell C terms and conditions at www.cellc.co.za.
• FNB will provide a rebate of R100.00 per month to qualifying new Cheque Account customers. Please note that Cell C Rates are subject to change. The rebate of R100.00 provided by FNB is not subject to the changes of Cell C rates.
• If your FNB accounts are not in good standing, and the qualifying Cheque Account rules are not met in a particular month, you will lose the discount for that month.
• Rebates will only be for the duration of the 24 month period.
• Should you exceed the monthly 100 free Minutes, 100MB and 100SMS/MMS, it is your responsibility to recharge your account. FNB will not be liable for any additional cost to recharge your contract.
• You provide authority for Cell C to debit your FNB Cheque Account in advance on the 25th of every month in the amount of R100.00.
• Your will only receive the rebate from FNB for the Straight Up Top Up 100 contract once Cell C has successfully debited your FNB Cheque Account.
• Should you have insufficient funds in your account to allow for a successful Cell C debit order, Cell C will follow their current Default process.
• Should you default on the FNB Cheque Account, FNB will not rebate the R100.00 into your cheque account.
• Activation of your sim card will occur within 3 business day’s upon delivery to you of the sim card.
• Should you not use the full 100Mins, 100MB and 100SMS/MMS for the month, your data will carry over and will expire at the end of 90 days from the first month earned.
• You will be provided with a Micro Sim. You will not be charged a Sim Activation Cost.
• Should you wish to cancel the Cell C Contract, you will be obliged to pay an Administration and Penalty fee to Cell C. For further details, please refer to www.cellc.co.za.
• Your Cell C Account will topped up on the first of every month with 100 free Minutes 100MB of data and 100SMS/MMS.
• FNB will only provide the rebate of R100.00 if all the above rules are met.
• Should you wish to change the Straight Up Top Up 100 contract with Cell C, you will be required to call Cell C directly.
• For any Cell C related Queries, please contact 084 145 (Option 2)
• We will not charge for the 1 GB of data per month provided by AlwaysOn. Should you use more then 1 GB free data, you will be required to recharge using the AlwaysOn recharge process.
• The Samsung Hub Terms and Conditions are made available upon registration and activation of the voucher.
• Should you default on the FNB Cheque Account, FNB reserves the right to:
  1. Terminate 12 months of AlwaysOn wifi data.
  2. Terminate the R100.00 monthly rebate on the Straight Up Top Up 100 Cell C Contract.
  3. Charge you R300.00 in respect of the Samsung Hub Voucher.

4. Terms and conditions for accessories
Should you exercise the option to purchase the Samsung Galaxy S4 cover, hereinafter referred to as Accessory, you consent that FNB may debit your First National Bank account for the payment of your Accessory. This will be a once of charge, vat inclusive. If the Accessory packaging seal has been tampered with or broken, FNB will not replace or accept back for refund. FNB does not provide insurance for Accessories. FNB reserves the right to switch on / off Accessories as per our discretion. Accessories will be provided subject to availability.
Cell C Campaign Rules
Terms and conditions for sim card and data supplied by Cell C

These terms and conditions, together with the Cell C Service Provider Company (Pty) Limited Subscriber Agreement Terms and Conditions (the Cell C SP Agreement*), which is available on the Cell C website (http://www.cellc.co.za/dl/cms/downloads/October-2012-Subscriber-Agreement-Terms-and-Conditions.pdf) will apply to you if you are using a Cell C SIM card (“SIM Card”) for data services (“Services”). It is important that you click on this link and read the Cell C SP Subscriber Agreement before you continue with your – use of the SIM card and Services. If you continue with the use, you agree that you have read and understood and agree to be bound by the Cell C SP Agreement. A copy of the Cell C SP Terms and Conditions will also be delivered to you.

Activation
The SIM Card and Services will be activated once Cell C have received confirmation that the SIM Card has been delivered to you and that the provisions of the Regulation of Interception of Communications and Provisions of Communication-Regulated Information Act 70, 2002 as amended, have been complied with. If your SIM Card is not activated within 72 (seventy two) hours, please contact us on 084 145 (Option 2) for assistance.

Payment
You agree to pay a monthly subscription fee for the SIM Card, the services and all usage charges, including international roaming charges and charges for additional services and value added services, incurred while using the SIM Card. It is your responsibility to ensure that you have sufficient funds to pay any and all amounts owing to Cell C SP and that you have given us your correct banking details. If the debit order fails for any reason, we have the right to subsequently use any legal means available to us (including early debit order facilities) to recover any and all amounts owing to us.

Safekeeping of the SIM Card
You are responsible for the safekeeping of your SIM Card and you agree to notify us and the police immediately if you’re SIM Card has been lost or stolen. The Cell C SP Agreement will not come to an end if your SIM Card is lost, stolen or damaged. You must continue to pay all charges until the Cell C SP Agreement has been terminated.

What happens if you do not comply with the Cell C SP Agreement
If you do not comply with the Cell C SP Agreement and/or if you do not pay all the amounts due to Cell C SP on or before the due date for payment then, we will deliver a notice to you and may:
1. charge interest on the overdue amount at the interest rate notified to you and calculated from the due date of payment to the date of actual payment to us;
2. inform any credit bureau of your payment default; suspend the Services;
3. cancel the Cell C SP Agreement;
4. charge you for use of the Services up to the date of cancellation; and/or
5. claim damages from you that we may suffer due to your breach.

Limitation of Liability
Although we take all reasonable measures to ensure that the Services are offered to you on a consistent and continuous basis, we cannot always guarantee a continuous fault free service. Neither Cell C SP nor Cell C (Pty) Limited (“Cell C”) will be liable to you for any liability, loss(es) and/or damage and/or cost or expense whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of Profit and/or loss of anticipated savings suffered by you due to:
1. any reasonable suspension, termination or temporary unavailability of the electronic communications network operated by Cell C, or any of the Services, or any unavoidable delay in the performance of the Services;
2. any change in your number if we are obliged to do so in terms of law, or if you or your authorized representative requests us to change your number;
3. or the porting of the number given to you by us at your request, or a request made on your behalf or as a result of any delays in effecting such port.

Mobile Number Portability
The Services (including voicemail messages and data), any third party services and any service credits provided to you by the other electronic communications network provider or electronic communications service provider are not transferable to us if you port your number(s) to us and you will only have access to the Services as provided for and defined in the Cell C SP Agreement. You have to pay all outstanding amounts due to the other electronic communications network provider or other electronic communications service provider. You remain liable to pay all amounts due to us in the event that you want to port your number to another electronic communications network provider or electronic Communications service provider.

Monthly Usage Limit
An automated monthly usage limit, which will depend on the monthly subscription fee that you have agreed to pay (“Monthly Usage Limit”), will apply to the Services. The Monthly Usage Limit can be decreased or increased at your request (Please contact Cell C). We cannot guarantee to implement the Monthly Usage Limit and you remain responsible to pay for all charges spent on your SIM Card over and above the Monthly Usage Limit regardless whether or not we implement the Monthly Usage Limit. The Monthly Usage Limit cannot be applied when you are using your SIM Card outside the boarders of South Africa (also called ‘international roaming’) as we may not receive information relating to international roaming charges during the period that international roaming is activated in a timely manner. We advise that you do not use data while you are roaming outside the boarders of South Africa unless you are aware of the necessary data charges. You will remain liable for all international roaming charges, which include charges for all calls made and received, SMS sent and received, as well as data used.
AlwaysOn Terms and Conditions

1. Introduction
AlwaysOn Broadband Wireless Solutions (Pty) Ltd ("AlwaysOn") provides its customers with access to its network which facilitates use of the world wide web and electronic mail via a wireless or wired connection, hereafter referred to as the "service". The service is provided via the secure Websites (https://hotspot.alwayson.co.za and https://secure.alwayson.co.za).

The service is provided to you on condition that you accept, without modification the Terms of and Conditions of Use as specified in this document. When using the service you will be signifying your acceptance of these terms and conditions of use, which will form a binding agreement between you and AlwaysOn.

2. Interpretation of this Agreement
"the/this agreement" - means these terms and conditions of use, AlwaysOn’s website terms and conditions of use, AlwaysOn’s copyright notice, AlwaysOn’s privacy policy and all other terms and conditions which AlwaysOn may, from time to time, impose in respect of the service, as amended and updated from time to time;
"effective date" - means the date on which AlwaysOn grants you access to the service;
"service(s)" – means the service described in 1. above and any other service that you may subscribe to or which may form part of AlwaysOn’s offering from time to time;

3. Conditions of access
AlwaysOn hereby, with effect from the effective date, grants you access to the service on the terms and conditions of this agreement. You hereby acknowledge receipt of such access and agree that you will not attempt to circumvent AlwaysOn’s user authentication processes or engage in attempts to access AlwaysOn’s network where not expressly authorised to do so.

Should you fail to comply with this provision, you agree to pay to AlwaysOn immediately, on demand, all costs, loss and/or damages incurred or suffered by AlwaysOn as a result of your breach.

4. Service Availability
AlwaysOn will use reasonable endeavours to keep the service available at all times. However, you agree that AlwaysOn shall not be liable to you or any other person whatever in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in the service for any reason whatsoever.

Neither you nor any other person shall have any claim against AlwaysOn for any direct, consequential, incidental, indirect or special loss or damages including (without being limited to) business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of, or interruption in the service, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if AlwaysOn or its employees were negligent, and you indemnify AlwaysOn accordingly.

5. Security & Privacy
In order to ensure the security and reliable operation of the service to all AlwaysOn patrons, AlwaysOn hereby reserves the right to take whatever action AlwaysOn finds necessary to preserve the security and reliability of its network, and in particular reserves the right to intercept and monitor all usage of and flow of communications through the service.

The private information required for executing the orders placed through the e-commerce facility, namely your personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by AlwaysOn and not sold or made known to third parties. Credit card details are not kept by AlwaysOn.

You may not utilise the service in any manner which may compromise the security of AlwaysOn’s network or tamper with the service or the network in any manner whatsoever.

AlwaysOn cannot be held responsible for security breaches occurring on the User’s electronic device (Personal Computer or other electronic device used to access the service), which may result due to the lack of adequate virus protection software or spyware that you may have installed on your device. It is your responsibility to take precautions and provide security measures that are suited to your situation and your intended use of the service and AlwaysOn strongly recommends that you take measures to secure your hardware, software and Internet communications, whether through the use of virtual private networks, personal firewalls, anti-virus software, encryption or otherwise. AlwaysOn does not offer or provide these solutions and therefore cannot guarantee or be held responsible for their effectiveness. This applies for any use of wireless technology via any service provider.

You may not:

5.3.1. utilize the service to gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the service to collect or attempt to collect personal information about third parties without their knowledge or consent; and

5.3.2. You may not violate the privacy of any person or attempt to gain unauthorised access to the service or any other network, including (without being limited to) through hacking, password mining or any other means; and/or

5.3.3. You may not use the service to engage in any illegal or unlawful activity.

5.4. Should you engage in any one or more of the above practices, which shall be determined at AlwaysOn’s sole discretion and which decision shall be final, then AlwaysOn shall be entitled, without prejudice to any other rights it may have, to:

5.4.1. without notice, suspend your access to the service;

5.4.2. terminate this agreement with immediate effect;

5.4.3. bill you for any costs incurred by AlwaysOn, including (without being limited to) bandwidth, administration costs, downtime, usage of AlwaysOn’s name or registered domain names and CPU cycles; and/or
5.4.4. notwithstanding AlwaysOn’s privacy policy, disclose any information relating to you, whether public or personal, to all persons affected by your actions.

6. Indemnity
You hereby unconditionally and irrevocably indemnify AlwaysOn and agree to hold AlwaysOn free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by AlwaysOn or instituted against AlwaysOn as a direct or indirect result of:

6.1. your use of the service;
6.2. your failure to comply with any provision of this agreement or any other requirements which AlwaysOn may impose from time to time; and
6.3. any unavailability of, or interruption in the service, as contemplated in 4 above.

7. Breach
Should you be in breach of any provision of this agreement, then AlwaysOn shall be entitled, without prejudice to any other rights it may have and without notice to you, to forthwith:

7.1. suspend your access to the services; and/or
7.2. terminate this agreement and, recover, all costs incurred by AlwaysOn, including (without being limited to) legal costs on an attorney and own client basis.

8. Cession and Delegation
8.1. You may not cede any of your rights or delegate any of your obligations under this agreement without AlwaysOn’s express written consent.
8.2. AlwaysOn shall be entitled, in its sole discretion and without notice to you, to cede and transfer or delegate to any third party all or any of its rights or obligations under this agreement.

9. Jurisdiction
You hereby consent to the jurisdiction of the Magistrate’s Court in the Republic of South Africa in respect of any proceedings that may be initiated by AlwaysOn arising out of this agreement, provided that AlwaysOn shall be entitled, in its sole discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court and agree that costs shall be calculated in accordance with the tariff of such court.

10. Amendment of this agreement
AlwaysOn reserves the right to amend this agreement from time to time without notice to you. Any new version of the agreement will be displayed on our web site together with the date on which it will become effective, which will never be less than 30 days after the date on which it is first displayed. It is your obligation to visit our web site on a regular basis in order to ascertain whether any amendments have been made.

11. Refund and Return Policy
The provision of service is subject to availability. In cases of unavailability, AlwaysOn will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% charge for administration costs. AlwaysOn reserves the right to cancel an order for which payment has already been received. This may occur if the availability or the quality of services ordered does not meet the AlwaysOn’s standards. Should AlwaysOn exercise this right, you will receive a full refund with no deductions. Any complaints regarding the standard and quality of the service or services bought by consumers through the e-commerce facility should be directed to the Services Manager, Box 930052, Eldopark, Centurion, 0166, or hotspot@alwayson.co.za.

12. Credit Card Acquiring – Payment Gateway
Credit Card Transactions are acquired by MyGate Communications (Pty) Ltd and iVeri Payment Technology (Pty) Ltd, both registered systems operators and payment gateways in South Africa. Card Holders may go to WWW.MYGATE.CO.ZA to view MyGate’s security policy.

13. Copyright and Intellectual Property Rights
AlwaysOn provides certain information at the secure Websites. Content currently or anticipated to be displayed at these Websites is provided by AlwaysOn, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (“the Content”). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights (“the Owners”), and is protected by South African and international copyright laws. AlwaysOn reserve the right to make any changes to the Websites, the Content, or to products and/ or services offered through the Websites at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

14. General
The parties acknowledge and agree that this agreement sets out the whole of the agreement between them and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which any party is relying in concluding this agreement.