

### PROMOTION RULES

**Date these rules were first published: 3 September 2019**

Each participant is advised to read the promotional rules carefully. These promotional rules ("rules") explain your rights and duties in connection with this promotion. If you take part in this promotion by default or on purpose and/or accept any prize, 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 promotional rules.

<b>Promotional Name:</b>	Easy Account Cellphone Banking Registration
<b>Promoter(s) Name(s):</b>	This promotion is run by Consumer Core Banking (CCB) within FNB, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 ("FNB"). In these rules, we refer to the above promoter(s) as "the promoter(s)", or "us" or "we". We will refer to participants and winners as "you".
<b>Promotion period begins</b>	This promotion starts on 01 September 2019 at 00:00:00 am
<b>Promotion period ends</b>	This promotion will continue until 31 <sup>st</sup> December 2019. The promoter(s) reserve the right to extend the campaign by amending these campaign rules. Notice of this will be posted in these rules.
<b>Eligibility: Who qualifies to take part? And Qualifying criteria</b>	<p>This promotion is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older, and who meet the following selection criteria:</p> <ul style="list-style-type: none"> <li>a) Customers that hold an Easy account on either the Pay-As-You-Use or Smart pricing option</li> <li>b) Customers who was not registered for Cellphone banking before September 2019</li> <li>c) Customers who are not part of the Onboarding journey</li> </ul>
<b>Promotion Requirements</b>	<p>Qualification and participation in this promotion is limited to FNB Account holders subject to the following Promotion Requirements:</p> <ul style="list-style-type: none"> <li>a) The customer must have opened an Easy account on either the Pay-As-You-User Smart pricing option prior to August 2019 and received communications pertaining to this promotion.</li> <li>b) The customer must register for Cellphone Banking within 30 days after receiving communications pertaining to this promotion to be eligible for the "Promotional Award".</li> </ul>
<b>Participant selection and notification:</b>	<ul style="list-style-type: none"> <li>a) The customer will receive a notification that the airtime reward has been loaded to their Cellphone Banking. All customers that received the communication will receive the R10 reward. The customer must register for Cellphone Banking and redeem the airtime reward within 30 days.</li> <li>b) In the event of a dispute, the Bank's decision is final, and no correspondence will be entered into.</li> <li>c) In the event of circumstances outside the reasonable control of the promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this competition and only where circumstances make this unavoidable, the promoter reserves the right to cancel or amend the competition or these terms and conditions, at any stage. The promoter reserves the right to verify all participants - including but not limited to enquiring as to the address and identity details, and may refuse entitlement and/or refuse further participation in the competition and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any</li> </ul>

	instructions forming part of this competition entry requirements or otherwise where a participant has gained unfair advantage in participating in the competition. The promoter will be the final arbiter in any decisions, and these will be binding, and no correspondence will be entered into in relation this clause
<b>Is there a limit on the number of times you can enter?</b>	Yes, customers are only eligible for one reward. If they meet the qualifying criteria as set out above within 30 days of receiving the initial communication which will start from 1 September 2019
<b>Promotion exclusion:</b>	<p>The following participants are excluded from this promotion:</p> <ul style="list-style-type: none"> <li>a) Customers who have an Easy account or Gold Cheque account on any other pricing as mentioned above.</li> <li>b) Participants that fail to meet the promotional selection criteria as set out above.</li> <li>c) Should the customer not meet the qualifying criteria the customer will lose the benefit of the Easy Account Cellphone Banking Registration campaign.</li> </ul>
<b>Who cannot take part?</b>	<p>The following persons may not take part in this promotion even if they meet the promotional qualifying criteria.</p> <ul style="list-style-type: none"> <li>a) Any employee of the promoter(s).</li> <li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c) Any other person who is directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this promotion.</li> <li>e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</li> </ul>
<b>Right to extend or end the promotion</b>	FNB reserves the right to extend or end this promotion at any stage. Notice of which shall be posted on the FNB website.
<b>Contractual consequences of persons entering the promotion</b>	Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for the purpose of this promotion. Winners of the Easy Account Cellphone Banking Registration promotion may be asked to participate in Social media advertising, including but not limited to Twitter, Instagram and Facebook by means of high-quality photos that will be displayed on FNB's social media pages as well as in FNB Branches. Participants reserve the right to refuse such participation.
<b>Receipt of Promotional Award</b>	<p>If you meet all qualifying rules within the period set out above, you will receive the below Promotional Award:</p> <ul style="list-style-type: none"> <li>a) R10 airtime (if customer holds an Easy account on the Pay-As-You-Use or Smart pricing option)</li> </ul>
<b>Month after promotional period comes to an end</b>	The reward is a once-off benefit as soon as the customer meets the qualifying criteria within the stipulated time period of 30 days after receiving the initial communications pertaining to this campaign which will be from the 1 <sup>st</sup> of September 2019
<b>Data Usage and Privacy Policy</b>	Participants in the promotion understand and agree that, in order to offer the promotion, we may collect and use personal information about participants. This personal information may include participants', first name, last name, ID number, email address, mobile number and in certain instances your image. Personal data, which participants provide when they enter the promotion, may, subject to prevailing law, be used for future marketing activity, unless you notify us that you wish to opt out of receiving such marketing communications. We will treat your information in total confidence and will not sell, share or rent this information to any other third parties. We may disclose information if required to do so by law or if it is required to protect the safety, rights or property of FNB, our members, customers or the public.

<p><b>General</b></p>	<p>In the event of circumstances outside the reasonable control of the promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion and only where circumstances make this unavoidable, the promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.</p> <p>The promoter reserves the right to verify all participants - including but not limited to enquiring as to the address and identity details, and may refuse entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotional entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion. The promoter will be the final arbiter in any decisions, and these will be binding, and no correspondence will be entered into in relation this clause</p> <p>No correspondence will be entered into regarding either this promotion or these Rules. In the unlikely event of a dispute, our decision shall be final. We reserve the right to amend, modify, cancel or withdraw any aspect of this promotion in our sole discretion at any time without notice or liability. Participants in this promotion agree that we 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 an allocation, or from participation in this promotion. The laws of the Republic of South Africa govern this promotion. 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 promotion.</p>
<p><b>Rule Amendments</b></p>	<p>These Rules cannot be modified or superseded except by FNB CCB, in our reasonable and sole discretion, in a written revision to these Rules posted on the website or using other potential official promotional communication methods reasonably calculated to reach a majority of potential participants. A copy of these Rules can be found on <a href="http://www.FNB.co.za">www.FNB.co.za</a>. The onus will rest with the participant to review the latest set of rules for this promotion.</p>

## IMPORTANT

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the promotion 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 mean 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 promotion or received or used the allocation. If you enter yourself, or accept or use the allocation, 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 promotion or accepted or used the allocation.
- 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 promotion rules b) took part in this promotion or c) and such person accepted or used the allocation.

## GENERAL RULES

- These rules were drafted with the TCF and FNB's Fair Market Conduct principles. Under the provisions of POPI, FNB will reserve the right to collect information and use for marketing purposes, if deemed necessary.
- Unless the promoter(s) say otherwise you must be at least 18 years old to enter.
- The Promotional Award may not be sold or given to someone else.
- The Promotor's decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the Promotor.
- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any reward(s).
- You are responsible for the tax associated with using or accepting any reward.
- You may not attempt to do anything to change the outcome of the promotion in any way.
- The promoter(s) have the right to end this promotion at any time. If this happens you agree to waive (give up) any rights that you may have about this reward and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the promotion. The promoter(s) can change the rules of the promotion throughout the duration of the promotion. 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 these rules, 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 promotion 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.

**IMPORTANT NOTICE: TAX IMPLICATIONS**

- 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 competition.
- 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 competition.
- 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.