

Valued Customer Promotion

Date these rules were first published: 1st August 2019

Read these promotion rules carefully. These promotion rules (“rules”) explain your rights and duties in connection with this promotion. If you take part in this promotion 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 promotion rules.

Promotion Name:	Valued Customer Promotion.
Promoter(s) Name(s):	<p>This promotion is run by Consumer Core Banking (CCB), a business unit within First National Bank (FNB) a division of FirstRand Bank Limited, having its principal place of business at FNB Bank City, 1 First Place, Bank City, corner of Pritchard and Simmonds streets, Johannesburg, Gauteng, South Africa, 2000.</p> <p>In these rules, we refer to the above promoter(s) as “the promoter(s)”, “our”, “us” or “we. We will refer to participants as “you”.</p>
When does the promotion start ?	<p>This promotion is a pilot for the period stated below.</p> <p>The promotion starts on the 25th of July 2019.</p>
When does the promotion end?	<p>The promotion ends on the 31st of July 2019 which means that you have to redeem the voucher received before 11:59 on 31 July 2019..</p> <p>The promoter(s) reserve the right to extend the promotion based on the outcome of the pilot. Notice of this will be posted in these rules.</p>
Who qualifies for the voucher/promotion?	<p>This promotion is open to customers who have received the communication from FNB CCB based on the random draw of the following accounts:</p> <ul style="list-style-type: none"> • An easy account (pricing option); • Gold account (Unlimited pricing option)
Who cannot take part?	<p>The following persons may not take part in this promotion even if they qualify to take part. They will forfeit (give up) any prizes awarded to them:</p> <ol style="list-style-type: none"> a) Any employee of the promoter(s) (FNB). b) Any director, member, partner, agent of, or consultant of the promoter(s). c) Any other person who is directly or indirectly controls the promoter(s).

	<p>d) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</p> <p>e) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing</p>
Qualifying criteria	<p>Those customers who have the following accounts</p> <ul style="list-style-type: none"> • An easy account (pricing option) • Gold account (pricing option) • Account in Good standing
Is there a limit on the number of times I can redeem a voucher	Only one voucher per qualifying customer received via sms
How will the participants be chosen?	Qualifying customers will be selected randomly and will be sent an SMS with a voucher on the 24 th of July 2019.
How will winner(s) names be announced?	Recipients of the voucher will be notified via SMS. The voucher code will also be sent via SMS
Prize and rules for receiving Prizes	<p>Customers who have satisfied the qualifying criteria and have been selected as recipient will receive a R30 KFC voucher or R100 Shoprite/Checkers voucher as per the specific communication sent to the customer</p> <p>Please note: Customers who qualify for the promotion and receive either a KFC or Shoprite Voucher dependent on the Account they hold with FNB – will be subject to the terms and conditions of the voucher.</p> <p>The promoter reserves the right to offer a substitute prize of equal or greater value and to withdraw the promotion at any time deemed necessary, due to circumstances outside its reasonable control. The promoter will notify the participants of this.</p>
Right to end the promotion	FNB CCB reserves the right to extend or end this promotion at any stage.
Data Usage and Privacy Policy	<p>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, Identity number, email address, mobile number and in certain instances your image.</p> <p>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>
General	<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,</p>

	<p>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>
Questions relating to this Promotion	<p>Customers can email the CVM queries mail box: CVMQueries@fnb.co.za</p>
Rule Amendments	<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 Promotion communication methods reasonably calculated to reach most of the potential participants. A copy of these Rules can be found on the FNB Website The onus will rest with the participant to review the latest set of rules for this promotion.</p>

GENERAL RULES THAT APPLY:

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 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 promotion 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 promotion 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 promotion rules b) took part in this promotion or c) any person used a prize.**
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- 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).
 - Unless the promoter(s) say otherwise you must be at least 16 years old to enter.
 - Unless the promoter(s) say otherwise you can only win a prize once.
 - 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 promotion in any way.
 - The Promotor' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the Promotor.
 - 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 promotion 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 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 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

CCB will cover the tax on the KFC vouchers s

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 promotion.

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 promotion.

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.