

## FNB Credit Card – Debit order optimization

### CAMPAIGN RULES

**Date these rules were first published: 01 March 2020**

**Date these rules were last changed: N/A**

Read these Campaign rules carefully. These Campaign rules (“rules”) explain your rights and duties in connection with this Campaign. If you take part in this Campaign and/or accept any reward, 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 Campaign rules.

<b>Campaign Name:</b>	FNB Credit Card – Debit order optimization
<b>Promoter(s) Name(s):</b>	This Campaign is run by FNB Card, a division of FirstRand Bank Limited with Reg. No. <b>1929/001225/06</b> having its principal place of business at FNB Place, 30 Diagonal Street, Johannesburg. The person responsible for conducting the campaign is Aaran Ratty, Head of Collections. 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>The Campaign Offers:</b>	<p>Qualifying customers (which will be determined by FNB) will be sent an App Message or SMS to make them aware of the campaign.</p> <p>Customers must set up a debit order, by 31 March 2020 or change to the Cheque account identified on App or Online. If unable to set up online or on App, call the number on the back of your card for assistance.</p> <p>Customers who have successfully set up a debit order or change to the identified cheque account will be rewarded with eB2000 or R200 Takealot vouchers (-if there is no eBucks account).</p>
<b>Campaign General Rules</b>	<ol style="list-style-type: none"><li>1. There are no entry fees or SMS standard rates apply.</li><li>2. No telephonic, faxed, emailed or posted entries/acceptance will be accepted.</li><li>3. FNB reserves the right to revoke access to this campaign to any Qualifying Cardholder.</li><li>4. The Qualifying Cardholder confirms that these terms and conditions have been drawn to his/her attention and that adequate opportunity has been given to receive and understand them.</li><li>5. Participation and acceptance of this campaign constitutes full and unconditional acceptance of these Rules.</li><li>6. FNB is not responsible for any lost, corrupted or delayed entries/acceptance and these will be deemed invalid.</li><li>7. Qualifying customers: Customers are selected based on whether they have met the qualifying campaign selection, as determined by FNB Credit Card.</li><li>8. Working days means any day (other than Saturday, Sunday or South African public holiday) on which legal business can be conducted.</li><li>9. One calendar month means the first day of a month to the last day of the same particular month.</li></ol>
<b>Campaign start date:</b>	1 March 2020
<b>Campaign closes:</b>	<p>31 March 2020</p> <p>The promoter(s) reserve the right to extend the Campaign by amending these Campaign rules. Notice of this will be posted in these rules.</p>

<b>Eligibility:</b> <b>Who qualifies to take part?</b>	<ul style="list-style-type: none"> <li>• You are a natural person over the age of 18;</li> <li>• The Credit Card account holders must have an eBucks account, if not, then a Takealot voucher will be provided;</li> <li>• You are in possession of your valid South African ID book or valid passport for identification purposes;</li> <li>• You are not excluded in the categories of people listed below who cannot take part. By entering this Campaign, participants warrant that they do not fall into any of the below mentioned excluded categories of people.</li> </ul>
<b>Who cannot take part?</b>	<ul style="list-style-type: none"> <li>• People who do not meet the eligibility criteria above.</li> <li>• Any account holders who have not received the campaign communication via our SMS and App notification will not be able to take part in this campaign.</li> <li>• 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: <ul style="list-style-type: none"> <li>○ Any employee of the promoter(s).</li> <li>○ Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>○ Any other person who directly or indirectly controls the promoter(s).</li> <li>○ The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, or c, above.</li> </ul> </li> </ul>
<b>How will the winners be chosen?</b>	Data will be analyzed to identify if the customer has added or changed their Auto payment to the identified account.
<b>General</b>	<p>No correspondence will be entered into regarding either this Campaign 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 Campaign in our sole discretion at any time without liability. We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants in this Campaign 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 or from participation in this Campaign. The laws of the Republic of South Africa govern this Campaign. 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 Campaign.</p> <p>If required as a result of changes in legislation or if deemed necessary for any other reason, the Bank reserves the right to terminate this campaign immediately. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against the Bank, Visa, their agents and/or promoters.</p> <p>The promoter reserves the right to cancel or amend the promotion and these terms and conditions in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the promotion will be notified to entrants as soon as possible by the promoter. We will not be held liable for any misrepresentation caused due to a copy error, typing error and/or omission that may occur on any of our campaign</p>

	<p>material.</p> <p>Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for the purpose of this competition. Winners of the competition might 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. Please note that participation shall not entitle you to remuneration. Participants and winners reserve the right to refuse such participation. If you consent you agree that you will not be entitled to any remuneration for the use of your image.</p> <p>We will not be held liable for any misrepresentation caused due to a copy error, typing error and/or omission that may occur on any of our campaign material.</p>
<b>Tax Implications</b>	<p><b>IMPORTANT NOTICE: TAX IMPLICATIONS</b></p> <p>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 incentive.</p> <p>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 incentive.</p> <p>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.</p>
<b>Rule Amendments</b>	<ul style="list-style-type: none"> <li>• These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules.</li> <li>• FirstRand Bank Limited reserves the right to extend the campaign by amending these campaign rules. Notice of this will be posted in these rules.</li> </ul>
<b>Questions about these rules</b>	kellysha.naidoo@fnb.co.za

#### **IMPORTANT**

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Campaign 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 Campaign. 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 Campaign.
- 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 Campaign rules or b) took part in this Campaign.

## GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any reward.
- The reward may not be sold or given to someone else.
- The reward cannot be swapped for a different type of reward.
- 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 Campaign in any way.
- The promoter(s) decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the promoter(s).
- The promoter(s) have the right to end this Campaign at any time. If this happens you agree to waive (give up) any rights that you may have about this Campaign and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the Campaign. The promoter(s) can change the rules of the Campaign throughout the duration of the Campaign. 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.
- This Campaign 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.