

CAMPAIGN RULES

Date these rules were first published: 03 June 2020

Date these rules were signed off: 5 June 2020

Read these Campaign rules carefully. These Campaign rules (“rules”) explain your rights and duties under this Campaign. If you take part in this Campaign or accept any prize, these rules will apply to you and you agree that the person running the Campaign (“the promoter/s”) can assume that you have read and agreed to be legally bound these Campaign rules.

Campaign Name:	FNB App Download and Perform a Financial Transaction Campaign
Promoter(s) Name(s):	<p>The promoter of this Campaign is Consumer Core Banking (CCB) a business unit within FNB, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 (“FNB”).</p> <p>In these rules, we refer to the above promoter(s) as “the promoter(s)” or “FNB”. We refer to participants and winners as “you”.</p>
Entries open and close:	<p>The Campaign starts on 8 June 2020 at 00:00 and ends on 28 June 2020 at 23:59</p> <p>The promoter(s) reserve the right to extend or terminate the Campaign at any time. Notice of this will be posted in these rules.</p>
Eligibility: Who qualifies to take part?	<p>Qualification and participation in this campaign is limited to FNB Easy PAYU, FNB Easy Smart Option and FNB Gold Account holders, who are registered for the FNB App; and FNB Easy PAYU and FNB Easy Smart Option Account holders who are not registered for the App. Customers have been pre-selected to receive an electronic voucher by participating in this campaign in accordance with their activity on the FNB App.</p> <p>The qualifying customers will receive a communication via an SMS during the campaign period requiring them to perform a financial transaction on the FNB App as specified in the communication and by a certain date,</p>
Who cannot take part?	<p>The following persons may not take part in this Campaign 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). 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). d) Any supplier of goods and services in connection with this Campaign. e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above. f) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. <p>Active and in good standing means that none of your FNB and/ or FirstRand Bank accounts and credit agreements should be overdrawn, or in excess, or be in arrears, or be in default, or be subject to any legal process with FNB and/ or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB and/or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings.</p>
Prizes	<ul style="list-style-type: none"> • Customers qualify to receive the electronic voucher reward if they have performed a financial transaction on the App, during the campaign period (2020/06/15 – 2020/06/28). <p>Campaign Mechanics:</p>

	<ul style="list-style-type: none"> • Phase 1: <ul style="list-style-type: none"> ○ Campaign to commence on week starting, 8th June 2020, where pre-selected FNB Easy PAYU, FNB Easy Smart Option and FNB Gold customers who are not registered on the FNB App will receive an SMS to download and login to the FNB App and perform a specific financial transaction (either, buy prepaid airtime or use Send Money/eWallet) on the FNB App. Pre-selected FNB Easy PAYU and FNB Easy Smart Option customers who are registered on the FNB App, will receive an SMS encouraging customers to login to the App and perform a specific financial transaction (either, buy prepaid airtime or use Send Money/eWallet) on the FNB App. ○ From week starting, 15 June 2020, customers who qualifies (performed a financial transaction on the App from 8th and 21st June 2020) will start to receive their electronic voucher reward via SMS or in-channel messaging via the FNB App. • Phase 2: <ul style="list-style-type: none"> ○ Pre-selected customers will receive an SMS to login to the FNB App and perform a specific financial transaction (either, buy prepaid airtime or use Send Money/eWallet) on the FNB App. ○ Week starting 22 June 2020, customers who qualifies (performed a financial transaction on the App from 15th June to 28th June 2020) will start to receive their electronic voucher reward via SMS or in-channel messaging via the FNB App. • Qualifying customers will receive communication via SMS from FNB. The voucher amount and retailer will be clearly communicated in the voucher allocation SMS once the customer has met the qualifying criteria. The communication will contain the communicated voucher amount information that can be used at the specified merchants, subject to the terms and conditions of this campaign. • The promoters reserve the right to provide vouchers with different amounts which can redeemed at different retailers. • The electronic voucher is redeemable once within the expiration date of the voucher which will be clearly indicated on the allocated SMS communication. • The electronic voucher cannot be exchanged for cash. • You will receive your voucher within 14 working days of completing the qualifying activity, provided that the activity is detected. • FNB reserves the right to cancel vouchers should we suspect that any fraudulent activity has occurred. Please note the use of the voucher is subject to all terms and conditions stated on the voucher or implemented by the commercial entity under who's name the voucher is issued. <p>*Working days means any day (other than Saturday, Sunday or South African public holiday) on which legal business can be conducted.</p>
Is there a limit on the number of times you can enter?	Yes. FNB will award a customer only once for performing a financial transaction on the FNB App, irrespective of the amount of transactions the individual performs within the stipulated campaign period.
How will winner(s) be chosen?	The winners will be notified via SMS or in-channel communication on the Cellphone number that you have registered under your banking profile.
How will winner(s) names be announced?	Customers will be notified via a SMS or in-channel notification and the vouchers will be available via SMS or in-channel communication. The notification will include the voucher code that the customer will need to use to receive the discount of respective retail stores nationwide. Should you no longer be in possession of the cellphone number that you registered with, you will forfeit the voucher.

Deadline for claiming prize(s)	The voucher will be valid for 30 days post customer receiving notification of the voucher.
General	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 its sole discretion at any time without notice or 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, misuse or use of a discount, 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. System downtime occurs from time to time and neither FNB, the retailer nor its agents will be held liable for any unforeseeable system breakdowns.
Questions about these rules	Campaign queries: Email CVMQueries@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 or used the discount. If you enter yourself, or use or accept the discount, 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 campaign or used the discount.
- 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 b) took part in this campaign or c) and such person used the discount.

GENERAL RULES THAT APPLY:

- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any discount(s).
- Unless we say otherwise you must be at least 18 to enter.
- The voucher may not be sold or exchanged for cash at retailer.
- You are responsible for the tax associated with using or accepting any discount.
- 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, 4th Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- 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.

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 incentive.
- You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and/or eBucks rewards due to You for participating in this incentive.
- 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.