

Terms and Conditions



FNB Connect 50GB Free Data Promotion

Date these rules were first published: 1 May 2020

Read these rules ("rules") carefully. These rules explain your rights and duties under the FNB Connect 50GB Free Data Promotion. 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 rules. These rules are to be read together with any other FNB Terms and Conditions (promoter product and / or services terms and conditions applicable and available on fnb.co.za), that may be applicable to your relationship with us. FNB reserves the right to amend these rules, modify prices and products, rates and charges at any time. Please note that you will be notified prior to such amendment and such changes will be published on our website fnb.co.za.

Promotion Name:	FNB 50GB Free Data Promotion
Promoter(s) Name(s):	<p>This promotion is run by FNB Connect, a business unit within First National Bank, 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 "us" or "we". We will refer to participants as "you".</p>
Promotion Period	<p>This promotion will commence on the 01 May 2020 and will terminate 30 September 2020 at 23:59. This will be called the "Promotion Period".</p> <p>The promoter(s) reserve the right to extend or end the "Promotion Period". Any changes to these rules will be published on fnb.co.za.</p>
Eligibility: Qualifying criteria	<p><i>Applicable to FNB Connect new and existing customers only.</i></p> <p>To qualify for this promotion, you must:</p> <ul style="list-style-type: none">• Hold an FNB account;• Take up any FNB Connect Smart Device product (excluding accessories and upfront payment products and the Nokia 1 smart device) via the available sales channels during the Promotion Period.
How this promotion works:	<ul style="list-style-type: none">• Should you meet the Eligibility and Qualifying criteria above during the Promotion Period, you will receive an allocation of 50 GB of free data by the 15th business day of each month for three months from date of purchase;• The first allocation will be done a month in arrears after the first successful debit order has been processed and not reversed;• If your monthly debit order for the subscription(s) is not successful:<ul style="list-style-type: none">- Should the debit order be reversed after the allocation is done, the customer will be disqualified from the promotion and will still be liable for the debit order amount.
Questions about these rules:	Email us on connectadmin@fnb.co.za for any questions or queries related to the rules or this promotion in general.

GENERAL RULES: 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.**
- **Under this entire clause “indemnify” 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.**

- You agree that your participation in the promotion, and your acceptance of the rules of the product, is at your own risk.
- You may not attempt to do anything to change the rules of the promotion in any way.
- We reserve the right to terminate this promotion at any time without prior notification and may publish such termination on our website www.fnb.co.za.
- We reserve the right, at any time, to change these rules and any other Terms and Conditions relating to this promotion, products and services and to modify products and services at our discretion, with notice to you. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the abovementioned website. We reserve the right at any time to modify, suspend or discontinue the services, with notice, without liability to you or any third party and will under no circumstance be liable to you for any error, delay, failure or non-availability of the service, and you indemnify the promoter(s) against any damage or loss you may sustain as a result of possession and/or use of the SIM card, network services, or any error, delay, failure or non-availability of the service. The promoter(s) have the right to end this promotion at any time or substitute or change the products and/or prices. 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 (legal recourse) against the promoter(s).
- If required as a result of changes in legislation or if deemed necessary for any other reason, the promoter(s) reserves the right to terminate this promotion immediately and without notice. In the event of such termination, all participants agree to waive any rights that they may have in terms of this promotion and acknowledge that they will have no recourse against the promoter(s), or their agents.
- 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 promotion material.
- 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 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 will be governed by the law of the Republic of South Africa.