

**FNB Standalone Credit Card
FirstID Campaign
Terms, Conditions and Rules**

Date this document was first published: 21 September 2020

Date these rules were last changed: 26 February 2021

Read these Campaign terms, conditions and 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 terms, conditions and rules will apply to you and you agree that the promoter(s) can assume that you have read and agreed to be legally bound these Campaign terms, conditions and rules.

Campaign Name:	FNB Credit Card FirstID Campaign
Promoter(s) Name(s):	This Campaign is run by FNB Credit Card, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 having its principal place of business at FNB Place, 30 Diagonal Street, Johannesburg. The person responsible for conducting the promotional Campaign on behalf of Credit Card is Sarah Mc Loughlin, Head of FNB Credit Card Product. In these rules, we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants, you and customer/s as “you”.
The Campaign Offers:	<p>Should selected customers participate in taking up and activating (“take-up” / “taking up” will mean that the customer must successfully apply for a credit card. The card must be activated by you on the FNB Banking App and the limit must be loaded on the Standalone Credit Card Product, the customer will receive the following:</p> <p>Pay no monthly credit card account fee for 3 months. This will entail no Credit Card Monthly Account Fee, Facility Fee & Once Off Initiation fee, for a period of three months.</p> <p>The customer can then, in addition to the 3 months of paying no monthly account fee, choose one of the two following offering options, which the customer will benefit from:</p> <p>Option 1: FNB eBucks Selected Partner Spend:</p> <p>This will entail the following:</p>

- FNB Gold Credit Card – Earn 10% back in eBucks on your R1000 spend monthly at one of our eBucks Partners (Checkers, Shoprite & Clicks) for a period of 3 months.
- FNB Premier Credit Card - Earn 10% back in eBucks on your R2000 spend monthly at one of our eBucks Partners (Checkers ,Shoprite & Clicks) for a period of 3 months.
- FNB Private Clients Credit Card – Earn 15% back in eBucks on your R2000 spend monthly at one of our eBucks Partners (Checkers, Shoprite & Clicks) for a period of 3 months.
- FNB Private Wealth Credit Card - Earn 15% back in eBucks on your R3000 spend monthly at one of our eBucks Partners (Checkers, Shoprite & Clicks) for a period of 3 months.

Option 2: Device Offering:

This will entail the following:

FNB Gold Credit Card - Get a 10% rebate when you take up the FNB deal, on your purchase on selected Apple devices at myistore.co.za or iStores nationwide using your FNB Credit Card. The 10% rebate is limited to the value of R5 000. Pay the remainder off at a reduced rate of prime. iStore Apple Device offering is specific to FNB deals only. Multiple transactions over one single day (calendar day) of your first iStore purchase will be allowed for this offer. All other transactions done on any other day with not be part of this offer. Your transaction/swipe done on your FNB Credit Card will be rebated before transferring the remainder balance over to your budget facility.

FNB Premier Credit Card - Get a 10% rebate when you take up the FNB deal, on your purchase on selected Apple devices at myistore.co.za or iStores nationwide using your FNB Credit Card. The 10% rebate is limited to the value of R10 000. Pay the remainder off at a reduced rate of prime. iStore Apple Device offering is specific to FNB deals only. Multiple transactions over one single day (calendar day) of your first iStore purchase will be allowed for this offer. All other transactions done on any other day with not be part of this offer. Your transaction/swipe done on your FNB Credit Card will be rebated before transferring the remainder balance over to your budget facility.

	<p>FNB Private Clients Credit Card - Get a 10% rebate when you take up the FNB deal, on your purchase on selected Apple devices at myistore.co.za or iStores nationwide using your FNB Credit Card. The 10% rebate is limited to the value of R15 000. Pay the remainder off at a reduced rate of prime. iStore Apple Device offering is specific to FNB deals only. Multiple transactions over one single day (calendar day) of your first iStore purchase will be allowed for this offer. All other transactions done on any other day will not be part of this offer. Your transaction/swipe done on your FNB Credit Card will be rebated before transferring the remainder balance over to your budget facility.</p> <p>FNB Private Wealth Credit Card - Get a 10% rebate when you take up the FNB deal, on your purchase on selected Apple devices at myistore.co.za or iStores nationwide using your FNB Credit Card. The 10% rebate is limited to the value of R20 000. Pay the remainder off at a reduced rate of prime. iStore Apple Device offering is specific to FNB deals only. Multiple transactions over one single day (calendar day) of your first iStore purchase will be allowed for this offer. All other transactions done on any other day will not be part of this offer. Your transaction/swipe done on your FNB Credit Card will be rebated before transferring the remainder balance over to your budget facility.</p>
Campaign General Rules	<p>These rules are applicable to the campaign offer:</p> <p>Pay no monthly credit card account fee for 3 months:</p> <p>This will only be effective for a period of 3 months. The period of three months will commence on the date that your account is activated and will end on the third month of your statement billing date. Your account will be charged the credit card standalone monthly account fee and facility fee. This will be rebated 7 days after being charged on your account. You will be charged your monthly account fee and facility fee from the fourth month. (please refer to your product pricing guide for more information)</p> <p>Your account will be deemed activated once you activate it on the FNB Banking App and your credit facility limit is loaded on your Standalone Credit Card Product. Your statement billing date is the date on which the Bank processes your statement.</p> <p>All other fees will still be applicable as per the Pricing Guide for your product</p>

which can be viewed online. You will pay the normal credit card standalone fee and the credit facility service fee after the three-month period is completed. [Gold – R51; Premier - R92; Private Clients - R120 until the 30 June 2021, as from 1 July 2021 the new pricing will take effect; Private Wealth- R265]. For more information on pricing please visit our website. The initiation fee, monthly account fee and credit facility service fee will reflect on customers quotation, however, same will be refunded and will reflect on your monthly account statement.

FNB eBucks Selected Partner Spend offer:

An eBucks account will automatically be opened for you when your account is validated. You will only qualify for the eBucks benefit if you reach the spend threshold set for your credit card product at the selected eBucks partners (Checkers, Shoprite & Clicks). The thresholds are listed hereunder:

- Gold -R1000pm (10% back in eBucks)
- Premier -R2000pm (10% back in eBucks)
- Private Clients- R2000pm (15% back in eBucks)
- Private Wealth -R3000pm (15% back in eBucks)

The period of three months will commence on the date that your account is activated and will end on the third month of your statement billing date. Your account will be deemed activated once you activate it on the FNB Banking App and your credit facility limit is loaded on your Standalone Credit Card Product. Your statement billing date is the date on which the Bank processes your statement. Your eBucks spend cycle will start on the 1st of the following month after account activation. Your spend cycle will start on the 1st of the month and will end the last day of a period month of 3 months. Your eBucks spend allocation will be allocated within 7 days of your eBucks spend cycle closure. Clicks Partner spend is effective from 1 January 2021.

Device Offering:

The device will need to be purchased at an iStore or through www.myistore.co.za. You will need to select the FNB deals and choose from the selected Apple devices. The transaction must be swiped on your straight facility. You must use your credit facility in order to qualify for the discount. The transfer from straight to budget may take up to three (3) to five (5) working

days, during which time, you will be charged your normal personalized interest rate. You will not be refunded for the difference between your personalized interest rate and the promotional interest rate for the period during which the transaction is moved from straight to budget. Upon selection, this offer will only be valid for the period of three months, the period of three months will commence on the date that your account is activated and will end on the third month of your statement billing date. Your statement billing date is the date on which the Bank processes your statement. Your account will be deemed activated once you activate it on the FNB Banking App and your credit facility limit is loaded on your Standalone Credit Card Product.

Offer Selection:

You must choose an offering between option 1 and option 2 as listed above. You will be given 7 Working Days to respond to the SMS sent by FNB to select your additional offering. If no response is received, a follow up SMS will be sent to you giving you another opportunity to select your additional offering. If no response is received within the 14 Working days of the first SMS being sent, you will automatically be defaulted to the FNB eBucks Partner Spend offering. The criteria and rules of the FNB eBucks Partner Spend offering will apply.

No changes will be allowed once the customer selects their offering.

You only qualify for the benefits if your credit card account is in good standing (Good standing means your credit card account isn't overdrawn, in arrears or in default; you haven't missed a payment and you aren't undergoing sequestration, business rescue, collection or liquidation proceedings)

This Campaign offers is only applicable to customers who have taken up a Standalone Credit Card. If customer has taken up the Bundle offering, the standalone credit card offer will not be applicable or offered to bundle customers.

All offers are subject to the customer ensuring that the Account he/she has opened is maintained in accordance with his/her agreement entered with FNB at the time of opening the Account and that all requirements are met as set out below.

For the customer to receive the offers as set out in the campaign offers, the

	<p>customer must meet the requirements each month for the period stipulated in each offer:</p> <p>1.1 The customer must open, in his /her own name, an FNB Account through the various channels offered by FNB.</p> <p>1.2 All offers are subject to the customer's FNB Account as well as any other account or product the customer holds with FNB being maintained in good standing (as defined above) and FNB reserves the right to revoke all offers provided to the customer in the event that the customer's FNB Account is no longer in good standing.</p> <p>1.3 FNB reserves the right to revoke all offers from a customer in the event the customer closes the FNB Account;</p> <p>1.4 Provided the above terms, conditions and rules are met, the applicable rebate will be allocated to the customer's FNB Account (Credit Card or eBucks) monthly after customer selection is complete from which the requirements are complied with.</p> <p>1.5 These terms, conditions and rules must be read with the terms and conditions applicable to the FNB Account which is opened.</p> <p>1.6 Prime interest rate is subject to change.</p>
Campaign start date:	21 September 2020
Campaign closes:	<p>30 June 2021</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>
Eligibility: Who qualifies to take part?	<ul style="list-style-type: none"> • Only Customers who receive the qualifying Mailer, MMS, SMS and/or gets routed to our Digital Campaigns Page through digital displays will be allowed to qualify for this campaign and the offerings hereunder; • You are a natural person over the age of 18; • You are in possession of your valid South African ID book or valid passport for identification purposes; • Your account/s is in good standing. This means that none of your FNB and FirstRand Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal

	<p>process with FNB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: business rescue, collections, liquidation, administration and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the National Credit Act; and</p> <ul style="list-style-type: none"> 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.
Who cannot take part?	<ul style="list-style-type: none"> People who do not meet the eligibility criteria above. Any account holders who have not received the campaign communication via our Social Media & Google Analytics display, SMS and email notification will not be able to take part in this campaign. 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"> Any employee of the promoter(s). Any director, member, partner, agent of, or consultant of the promoter(s). Any other person who directly or indirectly controls the promoter(s). RMB Private Bank Credit Cardholders. The spouse, life partner, siblings, children, or parents of any of the persons named in the points above.
Data Usage and Privacy Policy	<p>Participants in the Campaign understand and agree that, in order to offer the Campaign, we may collect and use personal information about participants. This personal information may include participants', first name, last name, email address, mobile number and in certain instances your image. Personal data, which participants provide when they enter the Campaign, may, subject to prevailing law, be used for future related 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 Credit Card, our members, customers or the public.</p>

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 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.

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.

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 material.

Participants may be invited to participate in Public Relations activities and other marketing initiatives as organized by FNB for the purpose of this competition.

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.

	A customer that takes up both a Fusion/Cheque account and a credit card will be privy to both the Credit Card and the Fusion/Cheque incentives, where 1 of the 3 campaign offer options must be chosen for Credit Card.
Tax Implications	<p>IMPORTANT NOTICE: TAX IMPLICATIONS</p> <p>We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the rebates, transfers or spend of any offers 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 rebate, transfers or spend of any offers 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 rebates, transfer or spend of any offers and eBucks rewards or the charges in respect thereof.</p>
Rule Amendments	<ul style="list-style-type: none"> • These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules. • FirstRand Bank Limited reserves the right to extend the campaign by amending these campaign rules. Notice of this will be posted in these rules.
Questions about these terms, conditions and rules	FirstIDcreditcardescalationsfnb.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.