

Campaign Rules, Terms and Conditions

Date these rules were first published: 17/11/2020

Date these rules were last changed: 26/11/2020

Read these campaign rules, terms and conditions carefully. These campaign rules, terms and conditions ("**Rules**") explain Your rights and duties in connection with this campaign. If You take part in this campaign and/or accept any benefits, these Rules will apply to You and You agree that the Promoters, FNB and/or the Bank can assume that You have read and agreed to campaign Rules.

BROKERAGE GIVEN BACK ON ALL BUY TRADES ON FRIDAY 27/11/2020	
This campaign shall be known as " BROKERAGE GIVEN BACK CAMPAIGN " and it is aimed at all qualifying FNB clients and staff members who place any BUY trades on Friday 27 November 2020.	
DEFINITIONS	
Bank	means FirstRand Bank Limited Reg. No: 1929/001225/06
FNB	means First National Bank, a division of FirstRand Bank Limited Reg. No: 1929/001225/06 an authorised FSP and Credit Provider (NCRCP20)
The Promoters:	means Wealth and Investments, a pillar of First National Bank, a division of FirstRand Bank Limited Reg. No: 1929/001225/06 (an authorised FSP and Credit Provider (NCRCP20), encompassing various subsidiaries within the FirstRand Group of Companies, including: <ol style="list-style-type: none"> 1. FNB Stockbroking and Portfolio Management (Pty) Ltd Reg No: 1996/011732/07 (an authorised FSP); 2. FNB Share Investing, a business unit of First National Bank, a division of FirstRand Bank Limited Reg. No: 1929/001225/06 (an authorised FSP and Credit Provider (NCRCP20). In these Rules we refer to each of the above entities either individually or collectively as "the Promoter(s)", or "us" or "we". We will refer to, staff, participants and winners as "You".
IMPORTANT DATES AND TIMES	
Entries open:	At market open on Friday 27 November 2020
Entries close:	At market close on Friday 27 November 2020. The Promoter(s) reserve the right to extend the campaign by amending these campaign Rules. Notice of this will be posted in an amended version of these Rules.
IMPORTANT RULES	
Eligibility: Who qualifies to take part?	This campaign is open to all FNB clients who have an existing, or open a new, FNB Share Builder, FNB Share Investor or FNB Local Trader account as at Friday 27 November 2020. And All FNB Staff members who have an existing, or open a new, FNB Local Trader account as at Friday 27 November 2020.
Qualifying Criteria, Terms and Conditions	<ol style="list-style-type: none"> 1. FNB Clients must have an existing and active, Share Builder, Share Investor or Local Trader account (subject to the provisions of point 3 below) as at 27 November 2020; and 2. FNB Staff members must have an existing and active Local Trader account on 27 November 2020, hereinafter referred to as "qualifying investors". 3. To qualify, qualifying investors must place any Buy trade instruction on any of the platforms stipulated in points 1 or 2 above on 27 November 2020 and these Buy trade instructions must be executed on 27 November 2020. Limit orders excluded. 4. Notwithstanding the above, FNB Clients and Staff who <i>open</i> a Local Trader on 27 November 2020, will have their brokerage given back to them, and will still qualify for this campaign, if they execute a BUY trade, and have their trade executed, within 24 hours after being notified that their accounts have been opened.

	<p>5. There is no restriction on the investment amount.</p> <p>6. All instruments available on the platforms stipulated in points 1 or 2 above qualify. Notwithstanding the foregoing, Bonds and CFDs (contract for difference) are specifically excluded from this campaign, and no brokerage will be given back on these instruments. Staff members to invest according to the FirstRand PA Trading Policy.</p> <p>7. Any investments should always be done in line with your long-term investment goals.</p> <p>8. This campaign only applies to Buy trade instructions executed on 27 November 2020 and excludes all Sell trade instructions executed on 27 November 2020.</p> <p>9. Qualifying investors are not limited to the number of Buy trade instructions placed</p> <p>10. Qualifying investors will be given back the brokerage value of their BUY instructions only.</p> <p>11. The brokerage amount will be paid into the cash component of a qualifying investor's applicable investment account (FNB Share Builder; FNB Share Investor and FNB Local trader) which was used to place the original trade. Funds will be deposited by close of business on Wednesday 2 December 2020. In the case of FNB clients who fall within the category described under point 4 above, the brokerage amount will be so deposited by close of business on Tuesday 8 December.</p> <p>12. Securities Transfer Tax (STT) amounts are excluded from the refunded brokerage amount as this is a statutory cost paid over to SARS. The amount refunded to qualifying investors will be net of the STT charges.</p> <p>13. All standard fees for Share Builder, Share Investor and Local Trade accounts can be found on the pricing guide on FNB online banking.</p> <p>14. Investments/trades for this campaign can be done on the following share trading platforms: FNB App; FNB Online Banking or shares.fnb.co.za. FNB Staff members are restricted to trading on the FNB Local Trader platform only as per the FirstRand PA Trading Policy and may be restricted from trading certain shares per the embargo list (where/if applicable).</p>
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GENERAL RULES

1. You agree to indemnify the Promoter(s), FNB and/or the Bank fully for any loss or damage the Promoter(s), FNB and/or the Bank may suffer because You breached the Rules. This means You agree to reimburse the Promoter(s), FNB and/or the Bank for the following: any loss or damage they suffer, any expenses and costs they paid or are responsible for.
2. You also agree to indemnify the Promoter(s), FNB and/or the Bank for any loss or damage You suffered because You took part in this campaign or used the benefits. If You enter Yourself, or use or accept the benefits, you understand that You do so of Your own free will. This means that You cannot hold the Promoter(s), FNB and/or the Bank legally responsible for any loss or damage or legal expenses You suffered because You took part in this campaign or used the benefits.
3. 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 Rules b) took part in this campaign or c) and such person used a benefits.
4. If You fail to comply with any part of these Rules as well as the terms and conditions of the FNB Share Builder, FNB Share Investor or FNB Local Trader products, you will be disqualified, and you will forfeit any benefits(s).
5. The benefits may not be sold, given to someone else, swapped for cash or a different prize.
6. The Promoter(s), FNB and/or the Bank 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 in relation to this campaign and agree that You will have no rights against the Promoter(s), FNB and/or the Bank.

7. The Promoter(s), FNB and/or the Bank reserve the right to change the Rules of the campaign. The Promoter(s), FNB and/or the Bank 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 terms and conditions of this campaign may be found on the Promoters website: <https://www.fnb.co.za/about-fnb/legal-matters/product-terms-and-conditions.html>.
8. 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.
9. While the Promoter(s), FNB and/or the Bank 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), FNB and/or the Bank 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 the Rules no longer apply to You.

TAX IMPLICATIONS

1. We strongly recommend that You obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any benefit/s, awards and eBucks rewards obtained in respect of this campaign.
2. You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any benefit/s, awards and eBucks rewards due to You for participating in this campaign.

INDEMNITIES AND LIMITATIONS OF LIABILITY

You agree that You will not hold the Promoters, FNB or the Bank liable and You hereby fully indemnify the Promoters, FNB and/or the Bank, and hold the Promoters, FNB and/or the Bank completely harmless, against all damages, claims and fines made against You, the Promoters, FNB and/or the Bank, including all legal costs, 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 benefits/s, awards and eBucks rewards or the charges in respect thereof.

NOTICES

You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.

GOVERNING LAW

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.