

CAMPAIGN RULES

Date these rules were first published: 27 January 2020

Date these rules were last changed: 17 April 2020

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

Competition Name:	FNB Student Account Campaign – Happy Data Hour Campaign This competition has now been enhanced to include airtime purchases in addition to data purchases. ***
Promoter(s) Name(s):	The promoter of this competition is Consumer Core Banking (CCB) a business unit within FNB, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 ("FNB"). In these rules, we refer to the above promoter(s) as "the promoter(s)" or "FNB". We refer to participants and winners as "you".
Entries open and close:	Entries open on 27 January 2020 at 17:00. Entries close on 17 June 2020 at 18:00 The promoter(s) reserve the right to extend or terminate the competition. Notice of this will be posted in these rules. These Rules will be available on www.fnb.co.za
Eligibility: Who qualifies to take part?	This competition is open to all-natural South African citizens who currently reside in the Republic of South Africa. The qualifying age for the Easy Account with zero monthly account fee Account is from 18 years of age and for the Easy Zero account is from 16 years of age and customers must meet the following criteria: <ul style="list-style-type: none"> • In possession of a valid 13-digit South African ID number and meet all legal requirements to open a Bank account. • Only new FNB customers that open an FNB Easy Account with zero monthly account fee Account via FNB App, Online or an Easy Zero Account via Cellphone Banking from 22 January 2020 to 31 March 2020. • Students need to open the Easy Zero account using the dial string + F-number/7-digit code to qualify for entry to stand a chance to win their data value back in airtime. <p>For example: *120*277*1234567#, or *120*277*1234567#</p> <ul style="list-style-type: none"> • In addition to the account opening requirements above customers must purchase prepaid airtime or data using the FNB APP, FNB Cellphone Banking or FNB Online Banking during the specified competition period. • The following persons may take part in this Competition and may receive any prizes awarded to them during the campaign. They will, however, become Easy Pay-As-You-Use (PAYU) customers that receive the benefit and pay the fees applicable to the Easy PAYU account post the campaign period: <i>Existing FNB customer that open the Easy Account with zero monthly account fee via FNB Online channel.</i>
Who cannot take part?	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: <ol style="list-style-type: none"> a) Any employee of the promoter(s) of FirstRand, Mbongiworks, VISA, KFC and/or the social media promoters that will be present on the Campus Activations. 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 competition. e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above. f) Foreign Nationals;

	<p>g) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. <i>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 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: collections, liquidation and sequestration proceedings.</i></p>
Product Features and Applicable Fees	<ul style="list-style-type: none"> - Only New to FNB, Easy Account with zero monthly account fee Account opened on the FNB App will have the monthly account fee waived for the duration of the account being open. - New to FNB Easy Account with zero monthly account fee Account opened on FNB Online Banking will have the monthly account fee waived for the duration of the campaign and will be converted to a fee-paying Easy Pay-As-You-Use account post the campaign. The Easy Pay-As-You-Use has a monthly account fee of R4.95. All other transactions will be charged in terms of pricing guide – visit the FNB Website for details. - If a new to FNB or existing FNB client upgrades to a product higher than the Easy Account with zero monthly account fee Account, the free banking monthly fee will fall away, and the client will be charged applicable product fees to the product the client upgrades to. All other transactions will be charged in terms of pricing guide – visit the FNB Website for details. All applicable fees stated on the pricing guide available on fnb.co.za - Only currently banked FNB customers and not New to FNB customers will be migrated to the Easy Pay-As-You-Use account post the campaign - The free pricing is exclusive to the monthly account fee and specific to opening the Easy Account with zero monthly account fee Account via the FNB App or opening the Easy Zero Account via Cellphone Banking. - The fee will be waived for both the monthly account fee and all prepaid airtime and data purchases made using the FNB App.
Prizes	<ul style="list-style-type: none"> • The first 4 000 customers who purchase prepaid airtime & data per week using the FNB APP, FNB Cellphone Banking or FNB Online Banking will receive their data package Rand value back in airtime. For customers holding an FNB Connect SIM, they will receive twice their airtime or data package Rand value back in airtime. <ul style="list-style-type: none"> ○ Example: You purchase 1GB data for R100 or airtime for R100 You will receive R100 back in airtime only. ○ Example (FNB Connect): You purchase 1GB data for R100 or airtime for R100, You will receive R200 back in airtime only. • Data purchases must be made on the FNB App, FNB Cellphone Banking or FNB Online Banking to qualify. Purchases made on other channels (e.g. ATM) are not eligible. • The allocation of the value for the airtime or data purchase will be allocated to the cellphone number the customer made the initial purchase for. • Only the first 4 000 customers that purchase Airtime or data on Wednesdays between 17h00 and 18h00 (Happy Data Hour) during the promotional period will receive the value of the purchase back in airtime. • The airtime allocation is applicable up to 1GB data & R100 airtime • The campaign includes airtime or data vouchers purchased from all service providers currently available from the FNB platforms. • One allocation will be made per customer per week. Only the first purchase will be considered. • The allocation will be made within 3 working days after the purchase was made.
Is there a limit on the number of times you can enter?	A customer can enter multiple times, however only the first purchase will be eligible if within the first 4000. A customer can enter weekly.
How will winner(s) be chosen?	FNB CCB (Consumer Core Banking) will draw the first 4000 customers that purchase airtime or data within the campaign period during “Happy Hour”. A customer can enter multiple times, however only the first purchase will be eligible if within the first 4000. A customer can enter weekly.
How will winner(s) names be announced?	Customers will be notified via a SMS or in-channel notification* as the airtime will be loaded directly onto the winners Cellphone number.

		*"In-channel notification" refers to a notification on the FNB App for FNB Easy Account with Zero account fee customers on the Cellphone Banking for FNB Easy Zero customers.
Deadline for claiming prize(s)		The airtime will be loaded directly to the cellphone number and not as a voucher. This means that it will not expire.
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.
Questions about these rules		Account queries: Phone the Easy Toll Free-desk on 0800079599 Competition queries: Email SuperService or Service Provider Call Centre

GENERAL RULES THAT APPLY:

- Site refers to any website or mobile site or social network site on which this competition will be run. This includes but isn't limited to sites like Facebook, Twitter, or other social media channels.
- You may not misuse the site or competition in any way. This includes posting content for commercial purposes or distributing spam or malicious code or using the site to collect the personal data or content of other users or direct visitors to other sites or pages.
- Posts must not contain any content that is normally prohibited on the site such as explicit or offensive content.
- You agree that the promoter(s) have the absolute discretion to decide if your actions constitute any of the actions prohibited above and to end your participation in the competition immediately and take appropriate legal action against you. The promoter(s) may also immediately remove any posts that they reasonably believe constitute any prohibited content without notice to you.
- You must comply with the terms & conditions and privacy policies of the site.
- The onus is on you to have a mobile phone / device that allows for the latest version of the Banking App. FNB is not responsible for client's device or operating system if device does not permit the latest version of the Banking App.
- Participants in the Promotion understand and agree that in order to offer the Promotion; we may collect and use personal information about participants. This personal information may include a participant's first name, last name, email address, mobile number and in certain instances your image. Personal data, which participants provide when they enter the Promotion, may, subject to prevailing law, be used for future marketing activity, unless you notify FNB 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 the FNB, our members, customers or the public.
- The promoter(s) are not responsible for the sites. The promoter(s) cannot control how they operate, when or if they are available, or what content they carry. Even though the promoter(s) run the competition on the site the promoter(s) do not endorse the third party, its site, its products, or services or any content on the site. You use the site at your own risk. You must take all necessary measures to protect yourself from risks, such as viruses and other destructive code.
- The promoter(s) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or our systems or other users.

IMPORTANT:

- **You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the competition 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 means 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 competition or used the prize. If you enter yourself, or use or accept the prize, you understand that you do so of your own 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 competition or used the prize.**
- **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 competition rules b) took part in this competition or c) any person used a prize.**

- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
- If you fail to comply with any part of these rules you will be disqualified, and you will give up (forfeit) any prize(s).
- Unless the promoter(s) say otherwise you must be at least 18 to enter.
- Unless the promoter(s) say otherwise entry is restricted to one entry per person and multiple entries will be disqualified.
- Unless the promoter(s) say otherwise you can only win a prize once.
- Automated or bulk entries will be disqualified.
- The prizes may not be sold or given to someone else.
- The prizes cannot be swapped for cash or a different prize.
- You may not attempt to do anything to change the outcome of the competition in any way.
- The judges' decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- The promoter(s) have the right to end this competition at any time. If this happens you agree to waive (give up) any rights that you may have about this competition and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the competition. The promoter(s) can change the rules of the competition throughout the duration of the competition. 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, 2001.
- This competition 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 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.