

## FNB CAMPAIGN RULES

**Date these rules were first published: 11 November 2020**

**Date these rules were signed off: 23 November 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.

<b>Campaign Name:</b>	<b>FNB App: Download and Perform a Financial Transaction Campaign</b>
<b>Promoter(s) Name(s):</b>	<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>
<b>Entries open and close:</b>	<p>The Campaign will commence from the date on which the selected qualifying participant receives a communication from FNB. Participants will receive either an SMS or in channel notification prompting the participant to perform a specific behavior. The campaign duration will commence on the 18<sup>th</sup> of November 2020.</p> <p>Campaign end dates will be communicated to the participant on the campaign communication received from FNB. Participants will receive either an SMS or in channel notification. The campaign is to run for the duration of a year to end at 18<sup>th</sup> November 2021.</p> <p>The promoter(s) reserves the right to extend or terminate the Campaign at any time. Notice of this will be posted in these rules.</p>
<b>Eligibility: Who qualifies to take part?</b>	<p>This competition is open to any legal resident of the Republic of South Africa who is a natural person has a valid South African ID and who is 18 years or older. Qualification and participation in this campaign is limited to customers who have the either of the following accounts:</p> <ul style="list-style-type: none"><li>• FNB Easy PAYU</li><li>• FNB Easy Smart Option</li><li>• FNB Gold Account</li></ul> <p>The participant will receive one qualifying SMS or an in channel message based on one of the above qualifying accounts. The highest account held by the participant will qualify for entry into the campaign and the participant is only deemed one entry into the campaign. Each participant will only qualify once within this campaign period and will only qualify to redeem one voucher should they qualify in terms of the below qualification criteria and behavior.</p> <p>In addition, to the above-mentioned criteria the account holders must meet the below requirements:</p> <ul style="list-style-type: none"><li>• All accounts under the participant's bank profile should be active and in *good standing</li><li>• The participant must fall within one of the following categories of customers to qualify to receive a SMS or in channel message<ol style="list-style-type: none"><li>1. Not be registered for the FNB App</li><li>2. Be registered for the FNB App and not logging in;</li><li>3. Be registered for the FNB App, logging in, not doing a financial transaction;</li><li>4. Be registered for cellphone banking and utilizing the functionality within the past 3 months.</li></ol></li></ul>

	<p>5. Not registered for the FNB App; or registered for cellphone banking and using limited functionality</p> <p>Participants will be selected to participate based on their individual account profile meeting the minimum above mentioned qualification criteria for the campaign.</p> <p>Qualifying account holders will receive either an SMS or in-channel communication requesting them to perform one of the following qualifying behavior</p> <ol style="list-style-type: none"> <li>1. Download the FNB App</li> <li>2. Perform a digital transaction on the FNB App or FNB Cellphone banking.</li> </ol> <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> <p>NB: customers are selected to participate solely at FNB's discretion.</p>
<b>Who cannot take part?</b>	<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"> <li>a) Any employee of the promoter(s).</li> <li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c) Any other person who is directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this Campaign.</li> <li>e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</li> <li>f) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing.</li> </ol>
<b>Prizes</b>	<ul style="list-style-type: none"> <li>• Qualifying customers will receive communication via SMS or in-channel notification from FNB.</li> <li>• The voucher amount and retailer will be clearly communicated in the voucher allocation SMS or in-channel notification once the customer has met the qualifying criteria.</li> <li>• The communication will contain the communicated voucher amount information that can be used at the specified merchants, and the use of the voucher is subject to the terms and conditions of this campaign and the Retailer who issued the voucher</li> <li>• To qualify for the reward, the campaign requirements must be met during the campaign period which will be clearly stipulated in the communication received from Us.</li> <li>• The reward will be awarded to you once you have complied with the qualifying behaviour and it can be detected by Us</li> </ul>

	<ul style="list-style-type: none"> <li>The voucher that you will qualify for will be clearly stipulated in the communication received by Us</li> <li>Easy account holders will qualify for KFC voucher</li> </ul> <table border="1"> <thead> <tr> <th>Behaviour</th><th>Reward</th></tr> </thead> <tbody> <tr> <td>Download the FNB App</td><td>R50 KFC Voucher</td></tr> <tr> <td>Perform a financial transaction on USSD</td><td>R50 KFC Voucher</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>Gold account holder will qualify for the Checker voucher:</li> </ul> <table border="1"> <thead> <tr> <th>Behaviour</th><th>Reward</th></tr> </thead> <tbody> <tr> <td>Download the FNB App</td><td>R100 Checkers Voucher</td></tr> <tr> <td>Log in to the FNB App</td><td>R100 Checkers Voucher</td></tr> <tr> <td>Perform a financial transaction on the FNB App</td><td>R100 Checkers Voucher</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>The promoters reserve the right to provide vouchers with different amounts which can redeemed at different retailers. The electronic voucher is redeemable only 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.</li> <li>You will receive your voucher within 21 working days of completing the qualifying activity, provided that the activity is <b>detected</b> by CCB Business Intelligence.</li> <li>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.</li> </ul> <p>Checkers and KFC voucher terms of use:</p> <ul style="list-style-type: none"> <li>This is an in-store voucher and cannot be used online.</li> <li>Vouchers can be redeemed only once.</li> <li>No change will be given if the value of the purchase for which the voucher is used is less than the value of the voucher.</li> <li>Vouchers cannot be exchanged for cash or for other vouchers of any kind.</li> <li>Vouchers cannot be used to pay for electricity, data bundles and airtime.</li> <li>Should your voucher be deleted, lost or stolen, neither FNB, Checkers, KFC nor its agents will be liable for any reimbursement of any kind.</li> <li>To redeem, produce this voucher at the till and enter the voucher code into the speed point.</li> </ul> <p>*Working days means any day (other than Saturday, Sunday or South African public holiday) on which legal business can be conducted.</p>	Behaviour	Reward	Download the FNB App	R50 KFC Voucher	Perform a financial transaction on USSD	R50 KFC Voucher	Behaviour	Reward	Download the FNB App	R100 Checkers Voucher	Log in to the FNB App	R100 Checkers Voucher	Perform a financial transaction on the FNB App	R100 Checkers Voucher
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<b>Is there a limit on the number of times you can enter?</b>	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.														
<b>How will winner(s) be chosen?</b>	Customers will qualify for an applicable voucher if they have met the required behaviour that has been communicated to them, before the date stipulated on the communication sent to the customer.														

<b>How will winner(s) names be announced?</b>	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.
<b>Deadline for claiming prize(s)</b>	The voucher validity will be clearly noted on the voucher allocation communication send to the customer.
<b>General</b>	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.
<b>Questions about these rules</b>	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,
- 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, 4<sup>th</sup> Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- This campaign and its rules will be governed by the laws 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.