

## FNB Monthly Account Fee Promotion Rules

**Date these rules were first published: 01 November 2020**

**Date these rules were last signed off: 16 April 2021**

Read these promotional rules carefully. These promotional rules ("rules") explain your rights and duties in connection with this promotion. If you take part in this promotion by default or on purpose and/or accept any prize, 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 promotional rules.

<b>Promotional Name:</b>	FNB Monthly Account Fee Promotion
<b>Promoter(s) Name(s):</b>	This promotion is run by Consumer Core Banking (CCB) a business unit within FNB, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 ("FNB"). having its principal place of business at First National Bank, Bank City, 1 Simmonds Street, Johannesburg, Gauteng, South Africa, 2000 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".
<b>Promotion period begins</b>	This promotion starts on 16 <sup>th</sup> April 2021 at 00:00:00 am
<b>Promotion period ends</b>	This promotion will continue annually until 16 <sup>th</sup> April 2022. The promoter(s) reserve the right to extend the campaign by amending these campaign rules. Notice of this will be posted in these rules.
<b>Eligibility: Who qualifies to take part? And Qualifying criteria</b>	<p>Qualification and participation in this promotion is limited to:</p> <p>a) Customers who are considered eligible for this campaign need to meet the following criteria:</p> <ul style="list-style-type: none"> <li>Existing customers who hold an FNB Easy account; Pay-As-You-Use (PAYU), Easy Smart Option account or Gold account on the Unlimited pricing option.</li> <li>The qualifying account as listed above is older than 3 months.</li> <li>The customers identified have qualified for the criteria within the attrition model. The customer will be contacted by the FNB Call Centre with a monthly account fee reversal offer. The customer has a period of seven days to respond as an opt-in to qualify for the monthly account fee reversal. Once the customer agrees to accept the monthly account fee reversal offer, the monthly fee reversal process will follow.</li> <li>The eligible qualifying account must be active and in good standing with the bank.</li> <li>Only one account per product type will qualify to receive the monthly fee account reversal offer, e.g. If a customer has two accounts on the same product offering, the monthly fee account reversal offer will be only be applicable to the customer's account that receives monthly deposits.</li> </ul> <p><b>* Good standing</b> means that none of your FNB accounts should be overdrawn, 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 or FirstRand Bank, including but not limited to collections, liquidation and sequestration proceedings. Legal process however excludes debt review as envisaged in S86 of the National Credit Act 2005.</p>

<b>Rules of participation</b>	<p>a) As soon as the customer has met the Fee Discount qualifying rules (eligibility requirements) as per the above, the customer's benefit period will be applicable from the next calendar month as stated below:</p> <p>b) The following are the current pricing options which are applicable to the qualifying accounts:</p> <ul style="list-style-type: none"> <li>• Easy PAYU – R4.95</li> <li>• Easy Smart Option - R59</li> <li>• Gold – R109</li> </ul> <p>c) The customer will receive the Fee Discount for 3 consecutive months post qualifying for the fee discount, thereafter the customer will pay the standard monthly account fee.</p> <p>d) To qualify for the fee discount the customer's account must meet the qualifying criteria for the three-month period during the application of the fee discount to qualify for the promotion benefit.</p> <p>e) The full monthly account fee will be charged at first and thereafter, the full monthly account fee charged will be reversed from the account. The customer will receive an SMS to confirm that the monthly account fee has been reversed from the account.</p> <p>f) Only one product per product type will qualify to receive the fee discount offer, e.g. If a customer has two accounts, the monthly fee reversal offer will be applicable to the customer's primary account. The customer's primary account is defined as the account that is active and receives a monthly deposit.</p> <p>g) If at any point in time during the promotional period the customer decides to close the qualifying product on which the promotional benefit has been granted, the account and the underlying agreement will be terminated; in addition the promotional offer will no longer be available to the customer.</p> <p>h) Should the customer upgrade to a higher account during the promotional period, the customer's promotional offer will no longer be applicable, and the Promotion will be stopped</p> <p>i) Customers can only be included in the promotion once within the annual cycle, thus any future communications pertaining to this campaign should be considered irrelevant.</p> <p>j) The customer should meet all qualifying criteria to receive the full benefit of the fee discount for 3 months</p>
<b>Is there a limit on the number of times you can enter?</b>	Customers are automatically preselected as per qualifying criteria within the attrition model. The customer is contacted via an SMS and provided with an opt-in if they want to accept the offer. The offer is valid for 7 days. The customer is limited to pre-selection once, annually. Should the customer not opt in, the customer will not be eligible for pre-selection for the same qualifying period annually.
<b>Who cannot take part?</b>	<p>The following persons may not take part in this promotion even if they meet the promotional qualifying criteria.</p> <p>a) Any employee of the promoter(s).</p> <p>b) Any director, member, partner, agent of, or consultant of the promoter(s).</p> <p>c) Any other person who is directly or indirectly controls the promoter(s).</p> <p>d) Any supplier of goods and services in connection with this promotion.</p> <p>e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</p>
<b>Right to extend or end the promotion</b>	FNB reserves the right to extend or end this promotion at any stage. Notice of which shall be updated within these terms and conditions and posted on the FNB website.
<b>Contractual consequences of persons entering the promotion</b>	Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by FNB for this promotion. Participants of the fee discount promotion may be asked to participate in Social media advertising, including but not limited to Twitter, Instagram and Facebook by

	means of high-quality photos that will be displayed on FNB's social media pages as well as in FNB Branches. Participants reserve the right to refuse such participation. Consenting thereto will not entitle you to remuneration
<b>Receipt of promotional award</b>	<p>If you meet all qualifying rules mentioned above on a monthly basis, you will receive:</p> <ul style="list-style-type: none"> <li>a) Fee discount on customer's account will be refunded after the full monthly account fee has been deducted from your account</li> <li>b) Fee discount will be for 3 Months from the time customer accepts the monthly account fee discount</li> <li>c) Customer to receive only one promotional offer which the call centre representative mentions, and client accepts the promotional offer.</li> <li>d) Customer to receive one promotional SMS, which the customer will respond "Yes" to accept the promotional offer</li> </ul>
<b>Month after promotional period comes to an end</b>	After the promotional period has come to an end, the customer will be pay the full monthly account fee as per normal as his / her product holdings. The customer will no longer be on the fee discount promotion after the 3 months has lapsed. Normal Pricing will apply and can be viewed on <a href="http://www.fnb.co.za">www.fnb.co.za</a>
<b>Data Usage and Privacy Policy</b>	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 participants', first name, last name, ID number, 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 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, our members, customers or the public.
<b>General</b>	<p>In the event of circumstances outside the reasonable control of the promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion and only where circumstances make this unavoidable, the promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.</p> <p>The promoter reserves the right to verify all participants - including but not limited to enquiring as to the address and identity details, and may refuse entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotional entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion. The promoter will be the final arbiter in any decisions, and these will be binding, and no correspondence will be entered in relation this clause</p> <p>No correspondence will be entered regarding either this promotion 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 promotion in our sole discretion at any time without notice or liability. Participants in this promotion 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 an allocation, or from participation in this promotion. The laws of the Republic of South Africa govern this promotion. 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</p>

	of these Rules shall remain in force. Any violation of these Rules will result in the immediate disqualification of the transgressing participant from the promotion.
<b>Rule Amendments</b>	These Rules cannot be modified or superseded except by FNB Consumer Core Banking, in our reasonable and sole discretion, in a written revision to these Rules posted on the website or using other potential official promotional communication methods reasonably calculated to reach most potential participants. A copy of these Rules can be found on <a href="http://www.FNB.co.za">www.FNB.co.za</a> . The onus will rest with the participant to review the latest set of rules for this promotion. FNB CCB reserves the right to extend or end this promotion at any stage.
<b>Questions about these rules</b>	Campaign queries: Email <a href="mailto:CVMQueries@fnb.co.za">CVMQueries@fnb.co.za</a>

#### **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. 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 promotion or received or used the allocation. If you enter yourself, or accept or use the allocation, 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 promotion or accepted or used the allocation.
- 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 promotion rules b) took part in this promotion or c) and such person accepted or used the allocation.

#### **GENERAL RULES**

- These rules were drafted with the TCF and FNB's Fair Market Conduct principles. Under the provisions of POPI, FNB will reserve the right to collect information and use for marketing purposes, if deemed necessary.
- Unless the promoter(s) say otherwise you must be at least 18 years old to enter.
- The Promotor' decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the Promotor.
- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any reward(s).
- 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 promotion in any way.
- The promoter(s) have the right to end this promotion at any time. If this happens you agree to waive (give up) any rights that you may have about this incentive and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the promotion. The promoter(s) can change the rules of the promotion throughout the duration of the promotion. 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 these rules, 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 promotion 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 Promotion.
- 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 Promotion.
- 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.