Use your FNB Virtual Card at iStore – eBucks Incentive Campaign <u>Date these rules were first published: 11 November 2022</u> CAMPAIGN RULES

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

Campaign Name:	Use your FNB Virtual Card at iStore – eBucks Incentive
Promoter(s) Name(s):	This Campaign is run by FNB a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 having its principal place of business at 1 First Place, Bank City, cnr Simmonds and Pritchard Streets, Johannesburg. In these rules reference to "promoter(s)" or "the promoter(s)" or "us" or "we" means FRB. Reference to "participants" means "you" and subject to the terms, conditions and the rules as set out below.
The Campaign Offers:	 Selected customers in the campaign, will receive an email. The first 1000 (one thousand) FNB customers that Spend on any of their FNB Virtual cards (including FNB Business Debit Card, but excluding FNB Business Credit Card) on Apple Pay when purchasing in-store at iStore, or their FNB Virtual Cards (including FNB Business Debit Card, but excluding FNB Business Credit Card) when purchasing online at iStore.co.za to purchase a Device from iStore, will receive 5000 (Five Thousand) eBucks. To determine the first 1000 customers to get rewarded with 5000 eBucks the date and time of the authorisation of the transaction will be used. Qualifying devices include Apple Devices from the iPhone, Mac, iPad, Watch, and Airpods Categories (Apple Airtag and Apple Accessories are excluded). Winners will receive their eBucks within 7 (Seven) working

days from the date when the qualifying Apple Pay/Virtual Card transaction is settled i.e. when the iStore transaction is paid by Credit Card to the iStore and charged on the customer's account. 3. Offer includes purchases made using the Budget Facility promotion, terms and conditions for this promotion are available on the FNB Website and purchases using the Budget Facility promotion are bound by these. 4. Offer subject to while stocks last. 5. FNB is not the supplier of the goods (promotional qualifying devices) and the sale and/or supply of the goods is independent through the iStore. iStore terms, conditions and rules apply. Campaign start date: 00:00:00 on 11 November 2022 23:59:59 on 31 December 2022 Campaign closes: The promoter(s) reserve the right to extend the Campaign by amending these Campaign rules. Notice of this will be posted in these rules. Eligibility: Selected existing FNB Credit Card, FNB Fusion, FNB Debit Card and FNB Business Debit customers who receive the email will be Who qualifies to take eligible to participate. part? The customers that are eligible have the FNB App, a qualifying IOS Device, and are eligible for Virtual Card and/or Apple Pay with an FNB Account and is a member of the eBucks Reward Programme. Have not used their FNB virtual card within 3 months prior to the campaign either online or using Apple Pay on their Apple Device Are on eBucks Reward level 1 or above o Have a minimum balance of R2,799 available to spend on their Credit, Fusion, Debit or Business Debit account Have consented to receive Email Marketing from Firstrand and their subsidiaries 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 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 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. will clients How who Qualifying clients will be informed by means of an In-app text message qualify to receive eBucks sent to their FNB Banking App. be announced? How will clients The eBucks prize will be allocated to the winner's eBucks account. who qualify receive the eBucks? Who cannot take part? People who do not meet the eligibility criteria above. Any account holders who have not received the campaign communication via email will not be able to take part in this campaign. The following persons may not take part in this promotion even if they qualify to take part. They will forfeit (give up) any prizes awarded to them: a) Any employee of the promoter(s). b) Any director, member, partner, agent of, or consultant of the promoter(s). c) Any other person who directly or indirectly controls the promoter(s). d) A supplier of goods and services in connection with this promotion.

- e) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.
- FNB Business Credit Card Customers.

Data Usage and Privacy Policy

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 will take measures to prevent unlawful access to, or unlawful processing of this personal information. 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, FNB Fusion Card and FNB Debit Card, our members, customers or the public.

General

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. 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 organised by FNB for the purpose of this competition. Winners of the competition might 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. Please note that participation shall not entitle you to remuneration. Participants and winners reserve the right to refuse such participation. If you consent, you agree that you will not be entitled to any remuneration for the use of your image.

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.

Tax Implications

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.
Rule Amendments	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 change be posted
	in these rules.
	Rules can be found on FNB's website: https://www.fnb.co.za/about-
	fnb/legal-matters/promotions-terms-and-conditions.html
Questions about these	Email us on creditcardpromotions@fnb.co.za
rules	

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 further 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 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.