

## **FNB EXCLUSIVE PROPERTY DEALS FROM MZIWETHU HOLDINGS DEVELOPERS CAMPAIGN TERMS AND CONDITIONS**

**Date first published:** 14 September 2021

**Date these rules were last changed:** 14 September 2021

- This campaign is open to all juristic entities and natural persons residing in the Republic of South Africa, over the age of 18 (eighteen) whom must have a valid 13 (thirteen) digit South African identity document.
- This campaign is only applicable to persons that are main banked with First National Bank or RMB Private Bank, both being a division of FirstRand Bank Limited ("the Bank"). Main Banked means that you hold any of the Qualifying Accounts with us and meet FNB's Qualifying Criteria, as stipulated in the Main Banked Rules published on the Bank's website: [www.fnb.co.za/](http://www.fnb.co.za/) [www.rmbprivatebank.co.za](http://www.rmbprivatebank.co.za).
- This campaign is valid from the 15<sup>th</sup> of September 2021 while stocks last and any applicable amendment to this offering, is reviewable at the Bank's discretion.
- This campaign is also subject to a valid Offer to Purchase or Agreement of Sale coming into effect during the campaign period. (hereinafter referred to as the "Campaign").
- Discounts granted, shall remain within the sole discretion of the respective developer.
- To qualify for this Campaign, in relation to the Home Loan, applications must be submitted directly via Nav>>home or via Private Banker applications.
- For the Structured Loan and Single Facility, applications must be submitted directly via your private banker.
- The Bank's involvement in this campaign is to provide qualifying applicants with Home Loans, Structured Loans and Single Facilities® therefore, the Bank will not be responsible for any defects in the property. All loan applications are subject to the Bank's credit approval criteria and the Bank's lending policies and practices as amended from time to time.
- Any claims or disputes relating to the Campaign must be directed to the developer. You agree to absolve the Bank from any liability that may arise in relation to the Campaign.
- This Campaign is not a guarantee of any nature and the Bank reserves the right to vary, postpone, suspend or cancel the 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 Bank.
- This Campaign is only applicable to the recipient and is not transferable.
- This Campaign is valid while stocks last.
- Clients could qualify for a loan term of up to 30 years. All loan applications are subject to the Bank's credit approval criteria and the Bank's lending policies and practices as amended from time to time.
- For any queries related to this Campaign, email the Bank on the following email address:  
[PBLCampaigns@fnb.co.za/](mailto:PBLCampaigns@fnb.co.za) [GGodlo@fnb.co.za](mailto:GGodlo@fnb.co.za).
- Terms, conditions, and rules apply.

#### **IMPORTANT**

- You agree to indemnify the Bank fully for any loss or damage that the Bank may suffer because you breached the Campaign terms, conditions and/ or rules. This means you agree to reimburse the Bank for the following: any loss or damage that the Bank may suffer and any expenses and costs the Bank paid or is responsible for. Legal costs mean costs on an attorney and own client scale.
- You also agree to indemnify the Bank for any loss or damage you suffered because you took part in this Campaign or used the allocation and/ or offering. If you enter yourself or use or accept the allocation and/ or offering, you understand that you do so out of your own free will. This means that you cannot hold the Bank legally responsible for any loss or damage or legal expenses you suffered because you took part in this Campaign or used the offerings or allocation.
- You will protect the Bank from being held legally responsible for the loss or damage or legal expenses of another person (juristic or natural) if such loss or damage or expense was incurred because you: a) breached the Campaign terms, conditions and/ or rules b) took part in this Campaign or c) and such person used the allocation or offering.
- It is recommended that you obtain independent professional advice regarding any tax implications arising from this Campaign.
- You are fully responsible for any tax implications arising from or associated with this Campaign.

#### **GENERAL RULES**

- You may not attempt to do anything to change the outcome of the Campaign in any way.
- 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 Campaign, the international standard time: GMT plus two hours will be used.
- While the Bank may allow you extra time to comply with your obligations or decide not to exercise some or all of its rights, or waive certain requirements, 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 it no longer applies to you.
- You must send all legal notices to FNB Legal, 3<sup>rd</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.
- Any costs or expenses incurred in respect of items not specifically included in the offering/Campaign and/ or allocation are for your own account. The Bank will not be responsible for any other expenses which you may incur as a result of your acceptance and/ or use of an offering and/ or allocation, whether foreseen or not.
- To the extent that any taxes, duties, levies or other charges may be levied on an offering and/ or allocation by the State or any other competent government or regulatory body, you will be liable therefor, and the Bank will not increase the value of the allocation and/ or offering to compensate for such charges.