

# FNB Terms and Conditions

## FNB Connect

### Activate and Win



Date first published: 1 June 2021  
Date Amended: 02 August 2021

Read these rules ("rules") carefully. These rules explain your rights and duties under the FNB Connect Activate and Win Promotion. 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 rules. These rules are to be read together with any other FNB Terms and Conditions (promoter product and / or services terms and conditions applicable and available on [fnb.co.za](http://fnb.co.za)), that may be applicable to your relationship with us. FNB reserves the right to amend these rules, modify prices and products, rates and charges at any time. Please note that you will be notified prior to such amendment and such changes will be published on our website [fnb.co.za](http://fnb.co.za).

<b>Promotion Name:</b>	<b>FNB Connect Activate and Win</b>
<b>Promoter(s) Name(s):</b>	<p>This Promotion is run by FNB Connect, a business unit within First National Bank, 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 "us" or "we".</p> <p>We will refer to participants and winners as "you" or "the customer".</p>
<b>Promotion Period:</b>	<p>This Promotion shall commence at 00:00 am on 1<sup>st</sup> June 2021 and terminate at 23:59pm on 30<sup>th</sup> June 2021 ("Promotion Period").</p> <p>The promoter(s) reserve the right to extend or terminate the Promotion Period. Notice of this will be posted in these rules as amended which will be made available on the FNB website.</p>
<b>Participation and Qualifying Criteria:</b>	<ul style="list-style-type: none"> <li>▪ To qualify for participation in this Promotion you must meet the following criteria:</li> <li>▪ You must be a legal resident of South Africa or a South African citizen; who currently resides in the Republic of South Africa and who: <ul style="list-style-type: none"> <li>i) is a natural person or the holder of an FNB business account;</li> <li>ii) is in possession of valid, acceptable proof of identification;</li> <li>iii) is not excluded in the categories of people listed below who cannot take part.</li> </ul> </li> <li>▪ You must have been KYC'd (Know Your Customer) and verified by the Bank.</li> <li>▪ Transactions from any qualifying FNB transactional account (as listed below) will be valid.</li> <li>▪ "Transactions" means that you must activate your Connect SIM on the FNB App and take up a Top Up Plan.</li> <li>▪ By entering this Promotion, you warrant that you do not fall into any of the below mentioned excluded categories of people.</li> <li>▪ For the purposes of this Promotion, FNB digital channels include the following: <ul style="list-style-type: none"> <li>▪ FNB App</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ The following channels are excluded from this Promotion:</li> <li>▪ ATM</li> <li>▪ Promotion is not available Online (fnb.co.za and FNB.mobi) for Business Enterprises</li> <li>▪ FNB Cellphone Banking (*120*321#, *130*321#, *120*277#, *130*277#, *147#),</li> <li>▪ FNB Online Banking (fnb.co.za &amp; fnb.mobi)</li> <li>▪ FNB eBucks</li> <li>▪ For the purposes of this Promotion, Qualifying FNB transactional accounts include the following: <ul style="list-style-type: none"> <li>▪ FNB Fusion Gold Cheque Account,</li> <li>▪ FNB Premier Fusion Account,</li> </ul> </li> <li>▪ For the purposes of this Promotion, Non Qualifying FNB transactional accounts include the following: <ul style="list-style-type: none"> <li>▪ FNB Private Clients</li> <li>▪ FNB Private Wealth</li> <li>▪ FNB RMB (Rand Merchant Bank)</li> <li>▪ FNB Gold/Aspire Cheque Account</li> <li>▪ FNB Encore Gold Cheque Account,</li> </ul> </li> </ul>		
How this Promotion works?	<p>If a Customer takes up a Connect SIM between 01 June 2021 and 30 June 2021, then</p> <ul style="list-style-type: none"> <li>• The Customer must activate the SIM card that they received with their bank card.</li> <li>• The Customer must also take up a as a Top Up Plan on the SIM received with their bank card.</li> <li>• The Promotional Period to qualify for an entry is between 01 June 2021 and 30 June 2021.</li> <li>• Every purchase qualifies as an automatic entry.</li> <li>• Each winner will only qualify for one prize. If selected in a draw as a winner for the second time, you will not qualify for the prize.</li> <li>• Reversed qualifying purchases will be disqualified and will not be regarded as an entry.</li> </ul>		
<b>IMPORTANT DATES AND TIMES:</b>			
Draws:	<p>The Promotion draw will take place as follows:</p> <ul style="list-style-type: none"> <li>• At the end of the promotion period, qualifying purchases will be entered into the draw (1 draw will be held).</li> <li>• 11 winners will be selected from the draw based on purchases made during the following periods:</li> <li>• <b>The original stipulated draw of 7<sup>th</sup> July 2021 has been changed and to this extent, only customers that qualified for entry between 01 June 2021 and 30 June 2021 will be entered into the draw</b></li> <li>• The updated draw will occur by way of a system generated draw and will now take place on the following date, unless specified otherwise: Friday 20 August 2021</li> </ul>		
Prize:	<p>11 technological smart devices have been set aside as prize elements for this campaign:-</p> <table border="1" data-bbox="536 1901 1390 2042"> <tr> <td></td><td><b>Draw – 20 August 2021</b></td></tr> </table>		<b>Draw – 20 August 2021</b>
	<b>Draw – 20 August 2021</b>		

	Apple Watch SE 40mm	Winner 1
	Apple iPhone SE 64GB	Winner 2
	Apple iPad 8 32GB Wi-Fi	Winner 3
	Apple iPad 7 32GB W-Fi + Cellular	Winner 4
	Samsung Galaxy A12	Winner 5
	Samsung A30s	Winner 6
	Samsung Tab A7 10.4" LTE	Winner 7
	Samsung A71	Winner 8
	Samsung Galaxy Watch 3 41mm	Winner 9
	Suunto 3 Fitness Slate Value	Winner 10
	Suunto 5 G1	Winner 11
Eligibility: Who qualifies to take part?	<ul style="list-style-type: none"> <li>Any FNB customer holding an FNB transactional bank account (private individual account) qualifies for participation, unless they are automatically disqualified as described in these terms and conditions.</li> <li>Where participants are under the age of 18 (eighteen), parental or legal guardian consent and assistance will be required for acceptance of the prize, and for acceptance of these terms and conditions.</li> <li>Customer has received together with their bank card, an FNB Connect SIM and activated same; and Customer has taken up a Top Up Plan on the FNB App.</li> </ul>	
Who cannot take part?	<ul style="list-style-type: none"> <li>The following persons may not take part in this Promotion and may not win prizes even if their names are entered in the draw in error. They will forfeit (give up) any prizes that may have been awarded to them: <ul 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 directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this Promotion.</li> <li>e) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. This means that even if you were allowed to take part in the Promotion because you met all the other criteria, FNB has the right to withhold a prize from you. "Good standing" means that none of your FNB and FirstRand Bank accounts and credit agreements are overdrawn, or in arrears, or in default, or are 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. Legal process includes, but is not limited to collection, liquidation and sequestration proceedings. Legal process does not include debt reviews allowed under S86 of the National Credit Act 2005".</li> <li>f) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, d or e above.</li> </ul> </li> </ul>	

Is there a limit on the number of times you can enter?	<ul style="list-style-type: none"> <li>Each customer meeting the eligibility criteria only qualifies for a single entry into the competition.</li> <li>Where a name is drawn, and that named person receives a prize, that named person will not qualify for participation for the remaining Promotion Period. Should the named person be drawn on more than one draw, the Promoters reserve the right to disqualify that entry, and draw an alternative winner.</li> </ul>
How will winner(s) be chosen?	<ul style="list-style-type: none"> <li>All winners will be selected randomly by an electronically generated draw which shall take place in the presence of a Risk and/or Legal and/or Compliance officer.</li> </ul>
How will the winners be notified and announced?	<ul style="list-style-type: none"> <li>Winners will be notified telephonically after the draw takes place and winners are finalised. Where we are unable to make contact with a winner after three attempts, that winner will forfeit the prize and another winner will be selected.</li> </ul> <p><i>Where, winners agree to participate in publicity events related to the Promotion, they will not be entitled to receive any payment for participating in any publicity events related to this Promotion, or for participating in any media format or appearances associated with this Promotion.</i></p>
Questions about these rules:	<u>Email us on <a href="mailto:PrepaidTier3@fnb.co.za">PrepaidTier3@fnb.co.za</a> for any questions or queries related to the rules or Promotion in general</u>

**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.
- Under this entire clause “indemnify” 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 used the prize. If you enter the Promotion, use or accept the prize, 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 used the prize.
- You furthermore agree to indemnify the promoter(s) fully for any loss, damage, claim, or injury that may occur because of the use of the prize or your inability to use the prize for any reason. This includes, but is not limited to, injury, loss, death or financial damages caused to any person other than yourself.
- You therefore agree that you cannot hold the promoter(s) legally responsible for any loss or damage or legal expenses or medical expenses you suffered caused because you 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:
  - a) you breached the Promotion rules;
  - b) you took part in this Promotion; and/or
  - c) you or any person used a prize.
- FNB will not be held responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- You agree that your participation in the Promotion, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- If an FNB representative is unable to get hold of you after making reasonable efforts to do so, 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 forfeit any prize(s).
- We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prizes in respect of the Promotion. You are fully responsible for any tax implications arising from or associated with the receipt, transfer or spend of any prizes. You agree that you will not hold Us, FNB or FirstRand Bank Limited (“the Bank”) liable and you 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-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 prizes or the charges in respect thereof.
- You may not attempt to do anything to change the outcome of the Promotion 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 Promotion at any time or substitute or change the prizes. If this happens you agree to waive (give up) any rights that you may have in t this Promotion and agree that you will have no rights (legal recourse) 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 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.