



## Terms and Conditions FNB Connect Smart Device Hero Deals Promotion

Date first published: 4 April 2022

Read these Promotion (“rules”) carefully. These rules explain your rights and duties under the Promotion being FNB Connect Hero Device Deal 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 FNB Connect General Terms and Conditions and 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 are 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 such amendment and such changes will be published on our website [fnb.co.za](http://fnb.co.za).

If You take part in this Promotion, these rules will apply to You and You agree that the promoter(s) can assume that You have read and have agreed to be legally bound by the rules.

<b>Promotion Name:</b>	<b>FNB Connect Smart Device Hero Deals Promotion</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 as “You” or “the customer”.</p>																
<b>Promotion Period:</b>	<p>This Promotion shall commence at 00:00 am on 4 April 2022 and terminate at 23:59 on 3 April 2023 (“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: <ul style="list-style-type: none"> <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 and the holder of an FNB/RMB Private Bank transactional account;</li> <li>ii) has switched your salary deposit to FNB/RMB Private Bank</li> <li>iii) downloaded the FNB App</li> <li>iv) is in possession of valid and acceptable proof of identification;</li> <li>v) is not excluded in the categories of people listed below who cannot take part.</li> <li>vi) Passes credit scoring for the offering</li> </ul> </li> <li>• You must have been KYC’d (Know Your Customer) and verified by the Bank.</li> <li>• You must ensure the following minimum monthly deposit amount is received into your applicable FNB Account during a calendar month or have the required number of initiated Debits</li> </ul> </li> </ul> <table border="1"> <thead> <tr> <th>Segment</th><th>Monthly cumulative deposit requirement</th><th>Number of Customer Initiated Debits in month</th></tr> </thead> <tbody> <tr> <td>Easy</td><td>R1,000</td><td>2</td></tr> <tr> <td>Aspire</td><td>R5,500</td><td>5</td></tr> <tr> <td>Premier</td><td>R16,500</td><td>10</td></tr> <tr> <td>Private Clients</td><td>R32,500</td><td>10</td></tr> </tbody> </table>		Segment	Monthly cumulative deposit requirement	Number of Customer Initiated Debits in month	Easy	R1,000	2	Aspire	R5,500	5	Premier	R16,500	10	Private Clients	R32,500	10
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	Private Wealth	R60,000	10
How this Promotion works?	<ul style="list-style-type: none"> <li>FNB Customers that meet the Participation and Qualifying Criteria above may purchase an FNB Connect Hero Device Deal product through the FNB App channel during the Promotion Period.</li> <li>Note: Your smart device must support the FNB App.</li> </ul>		
Eligibility: Who qualifies to take part?	<ul style="list-style-type: none"> <li>Any FNB customer holding an FNB or RMB Private Bank transactional bank account (private individual account, or a sole proprietor account) qualifies for participation, unless they are automatically disqualified as described in these terms and conditions.</li> <li>Note: This promotion is not available to FNB customers that are under the age of 18 (eighteen).</li> </ul>		
Who cannot take part?	<ul style="list-style-type: none"> <li><i>The following persons may not take part in this Promotion</i> <ul style="list-style-type: none"> <li><i>a) 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. "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".</i></li> <li><i>b) Any person that has participated in the FNB Switch campaign and received one of the following rewards will not be eligible to participate in this Promotion:</i> <ul style="list-style-type: none"> <li><i>1]. WesBank or DirectAxis instalment reward</i></li> <li><i>2]. No Monthly Account Fee for 2 years</i></li> <li><i>3]. FNB eBucks offer</i></li> <li><i>4]. FNB Connect offer</i></li> </ul> </li> </ul> </li> </ul>		
Data Usage and Privacy Policy	<p>You understand and agree that in order to offer the Promotion, we may collect and use your personal information. This personal information may include your first name, and last name, email address, mobile number and in certain instances Your image. Personal information, which You provide when You 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, in which case 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.</p>		
Rules:	<ul style="list-style-type: none"> <li>Only 1 FNB Connect Hero Device Deal may be taken up at a time. This means that You may not take up more than one Hero Device Deal deal at any time.</li> <li>Should You settle your contract balance before the 24 month period, then You must wait a period of six months (after settlement) prior to taking up another FNB Connect Hero Device Deal.</li> <li>FirstRand Bank Limited staff members will not receive Staff Benefit in the form of additional data allocations for FNB Connect Hero device deals.</li> </ul>		

<b>Rule Amendments:</b>	These rules cannot be modified or superseded, except by Us, in our reasonable and sole discretion, in a written revision to these rules posted on the FNB website, or using other potential official Promotion communication methods, reasonably calculated to reach a majority of potential participants. A copy of these rules can be found on the FNB website> About FNB Legal> Promotion Terms and Conditions.
<b>Questions about these rules:</b>	Email Us on <a href="mailto:connectadmin@fnb.co.za">connectadmin@fnb.co.za</a> for any questions or queries related to the rules or Promotion in general.

## GENERAL RULES: 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.
- You agree that your participation in the promotion, and your acceptance of the rules of the product, is at your own risk.
  - You may not attempt to do anything to change the rules of the promotion in any way.
  - We reserve the right to terminate this promotion at any time without prior notification and may publish such termination on our website [fnb.co.za](http://fnb.co.za).
  - We reserve the right, at any time, to change these rules and any other Terms and Conditions relating to this promotion, products and services and to modify products and services at our discretion, with notice to You. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the abovementioned website. We reserve the right at any time to modify, suspend or discontinue the services, with notice, without liability to You or any third party and will under no circumstance be liable to You for any error, delay, failure or non-availability of the service, and You indemnify the promoter(s) against any damage or loss You may sustain as a result of possession and/or use of the SIM card, network services, or any error, delay, failure or non-availability of the service.
  - The promoter(s) have the right to end this promotion at any time or substitute or change the products and/or prices. If this happens You agree to waive (give up) any rights that You may have about this promotion and agree that You will have no rights (legal recourse) against the promoter(s).
  - If required as a result of changes in legislation or if deemed necessary for any other reason, the promoter(s) reserves the right to terminate this promotion immediately and without notice. In the event of such termination, all participants agree to waive any rights that they may have in terms of this promotion and acknowledge that they will have no recourse against the promoter(s), or their agents.
  - We strongly recommend that You obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend in respect of the Promotion. You are fully responsible for any tax implications arising from or associated with the receipt, transfer or spend in this Promotion. 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 products or the charges in respect thereof.
  - 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 promotion material.
  - 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 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 will be governed by the law of the Republic of South Africa.