

BETTER SPENDER ON FNB BUSINESS

CREDIT CARD CAMPAIGN RULES



Date these rules were first published: 15 September 2023

Date these rules were last changed: 15 September 2023

Read these campaign rules carefully. These rules ("rules") explain your rights and duties under this campaign. If you take part in this campaign or accept any incentives, these rules will apply to you and you agree that the person running the campaign ("the promoter(s)") can assume that you have read and agreed to be legally bound by these campaign rules.

Campaign Name:	Better Spend on Credit Card Campaign
Promoter(s) Name(s):	<p>The promoter of this campaign is FNB, 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 "FNB". We refer to participants and winners as "you".</p>
Campaign Period:	<p>The campaign will run from 15 September 2023 at 00:00 until 5 November 2023 at 23:59.</p> <p>The promoter(s) reserve the right to extend the campaign. Notice of this will be posted in these rules.</p>
Eligibility: Who qualifies to take part?	<p>This campaign is open to all juristic entities (including sole proprietors) with their principal place of business in the Republic of South Africa.</p>
Who cannot take part?	<p>The following persons may not take part in this campaign even if they qualify to take part. They will forfeit (give up) any incentives awarded to them:</p> <ol style="list-style-type: none">Any employee of the promoter(s).Any director, member, partner, agent or consultant of the promoter(s).Any other person who directly or indirectly controls the promoter(s).Any supplier of goods and services in connection with this campaign.The spouse, life partner, siblings, children or parents of any of the persons named in a, b, c, or d, above.Any person or entity whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. <i>This means that none of your FNB and/or FirstRand Bank Limited 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 Limited. "Legal process" means any legal proceedings in any court of law involving you and FNB or FirstRand Bank Limited, including but not limited to: collections, liquidation and sequestration proceedings. "Legal process" however excludes debt review as contemplated in Section 86 of the National Credit Act, 2005.</i>
Mechanics of the campaign:	<p>The campaign incentives are awarded based on your behaviour as a customer. This means you will need to maintain your profile in accordance with the criteria set out below in order to qualify for the incentive. In order to qualify for the campaign incentive, you must:</p> <ul style="list-style-type: none">maintain a minimum spend of R500.00 (five hundred rand) on your FNB business credit card for each month during the campaign period; andensure that 60% (sixty percent) of your overall spend is on your FNB business credit card for each month during the campaign period. <p>Your profile will be evaluated monthly and any incentive that applies will be applied in accordance with these rules. Qualifying participants will be notified via SMS.</p>

	Qualifying participants for the September campaign period will be notified during the month of October 2023 and qualifying participants for the October campaign period will be notified during the month of November 2023.
Campaign Incentives	<p>eBucks will be allocated to qualifying participants as follows:</p> <p>Gold Business Account customers who qualify for the campaign incentive will receive 2000 (two thousand) eBucks.</p> <p>Platinum Business Account customers who qualify for the campaign incentive will receive 5000 (five thousand) eBucks.</p> <p>[For clarity, you must be a member of the eBucks Rewards Programme at the time of receiving the incentive <u>or</u> register to become a member of the eBucks Rewards Programme within 30 (thirty) days of being notified of having qualified to receive the incentive. If you fail to become a member of the eBucks Rewards Programme within the 30 (thirty) day period, you will forfeit your incentive. The incentive will only be allocated to you once you have successfully been registered as a member of the eBucks Rewards Programme.]</p>
Questions about these rules:	E-mail the promoter(s) on care@fnb.co.za.

GENERAL RULES THAT APPLY:

IMPORTANT:

- You hereby indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the campaign rules. This means that you agree to reimburse the promoter(s) for the following: any loss or damage they suffer, any expenses and/or costs they paid or are responsible for. "Legal costs" means costs on an attorney and own client scale.
- You also hereby indemnify the promoter(s) for any loss or damage you suffered because you took part in this campaign or used the incentive. If you enter yourself, or use or accept the incentive, 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 campaign or used the incentive.
- 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 campaign rules; b) you took part in this campaign; or c) any person used an incentive.

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 incentive(s), awards and eBucks rewards obtained in respect of this campaign.
- You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any incentive(s), awards and eBucks rewards due to you for participating in this campaign.
- You agree that you will not hold the promoter(s) liable and you hereby fully indemnify the promoter(s) from and hold the promoter(s) completely harmless against, all damages, claims and fines made against you or the promoter(s) (including but not limited to all legal costs on an attorney-and-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 incentive(s), awards and eBucks rewards or the charges in respect thereof

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any reward.
- You are responsible for the tax associated with using or accepting any reward.
- You may not attempt to do anything outside of the campaign rules to change the outcome of the Campaign.
- 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.
- The award(s) cannot be swapped for cash or for a different award.
- You must send all legal notices to: FNB Legal, 3rd Floor, No. 1 First Place, Bank City, Cnr Simmonds and Pritchard Streets, 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 or where or how you enter).
- These rules will be applied and interpreted by the promoter(s) and their decision regarding any disputes relating to the meaning and/or content of the rules will be final and binding.
- The use and processing of personal information will be subject to FirstRand's Privacy Policy.