



## Campaign Rules, Terms and Conditions

Date these rules were first published: 01/04/2023

Date these rules were last changed: None

Read these campaign rules, terms and conditions carefully. These campaign rules, terms and conditions (“Rules”) explain Your rights and duties in connection with this campaign. If You take part in this campaign and/or accept any benefits, these Rules will apply to You and You agree that The Promoter, FNB and/or the Bank can assume that You have read and agreed to campaign Rules.

CAMPAIGN NAME AND DESCRIPTION	
This campaign shall be known as the “ <b>Fund account closure survey draw</b> ” and it is aimed at FNB and RMB clients who have recently closed their unit trust accounts before they had reached their full investment term.	
DEFINITIONS	
<b>Bank</b>	means FirstRand Bank Limited Reg. No: 1929/001225/06
<b>FNB</b>	means First National Bank, a division of FirstRand Bank Limited Reg. No: 1929/001225/06 an authorized FSP and Credit Provider (NCRCP20)
<b>The Promoter:</b>	Means FNB CIS Manco (RF) (Pty) Ltd is an approved manager of Collective Investment Schemes in terms of Collective Investments Scheme Control Act, 45 of 2002 by the Financial Sector Conduct Authority and is also a full member of the Association for Savings and Investment SA (ASISA). Ashburton Fund Managers (Proprietary) Limited is a licensed Financial Services Provider (“FSP”) in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002, FSP number 40169”. FNB Investor Services Proprietary Limited (Reg number 2011/139123/07) is an authorised administrative financial services provider (FSP number 44341) In these Rules we refer to the above entity as “the Promoter”, or “us” or “we”. We will refer to, clients, participants and winners as “You”.
IMPORTANT DATES AND TIMES	
<b>Entries open:</b>	15 April 2023
<b>Entries close:</b>	31 May 2023
IMPORTANT RULES	
<b>Eligibility: Who qualifies to take part?</b>	This campaign is open to all clients who have recently closed a FNB Unit trust account before it reached investment term and who have been contacted by us.
<b>Qualifying Criteria</b>	<ol style="list-style-type: none"> <li>1. You must have closed your unit trust account recently</li> <li>2. You must complete the online survey including the contact details section on the survey to enter the draw.</li> </ol>
<b>Duration and availability</b>	<ol style="list-style-type: none"> <li>1. The campaign will run for a period of 46 calendar days.</li> <li>2. The Promoter reserves the right to change the Rules of the competition throughout the duration of the competition and/or extend the competition by amending these Rules. 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.</li> <li>3. The extension or cancellation of the competition and/or awarding of additional prizes is at the sole discretion of the Promoter. If this happens you agree to waive (give up) any rights that you may have about this competition / competition and agree that you will have no rights against the promoter(s).</li> </ol>



<b>Prize(s)</b>	<ol style="list-style-type: none"> <li>1. The prize of eB10,000 (ten thousand eBucks) will be deposited into your existing eBucks account within 30 (thirty) working days.</li> <li>2. The winnings may not be given to someone else and cannot be swapped for a different prize</li> </ol>
<b>What terms and conditions are applicable to this campaign?</b>	<p>The winnings are subject to:</p> <ol style="list-style-type: none"> <li>1. FNB General Terms and Conditions.</li> <li>2. Any other applicable FNB T&amp;Cs</li> <li>3. These terms and conditions</li> </ol> <p>The terms and conditions can be found on <a href="http://www.FNB.co.za">www.FNB.co.za</a>.</p>
<b>How will the winners be chosen?</b>	<ol style="list-style-type: none"> <li>1. A random prize winner will be drawn on or before 30 June 2023;</li> <li>2. The Promoter will notify the winner(s) within fifteen (15) business days after the final draw. The winners() will be contacted on the cellphone number and/or email address linked to their profile on the draw date. Should we be unable to contact a winners() after three attempts within two weeks after the draw, that winner will be disqualified from the competition and the prize will be forfeited by that winner. A replacement winner will be randomly drawn from the remaining qualifying participants in the draw using the same process used in the original draw. It is your responsibility to ensure that your contact information is always correct and up to date.</li> <li>3. The judges' decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the judges.</li> </ol>

## **GENERAL RULES**

1. You agree to indemnify the Promoter, FNB and/or the Bank fully for any loss or damage the Promoter, FNB and/or the Bank may suffer because You breached the Rules. This means You agree to reimburse the Promoter, FNB and/or the Bank for the following: any loss or damage they suffer, any expenses and costs they paid or are responsible for.
2. You also agree to indemnify the Promoter, FNB and/or the Bank for any loss or damage You suffered because You took part in this campaign or used the benefits. If You enter Yourself, or use or accept the benefits, You understand that You do so of Your own free will. This means that You cannot hold the Promoter, FNB and/or the Bank legally responsible for any loss or damage or legal expenses You suffered because You took part in this campaign or used the benefits.
3. You will protect the Promoter 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 Rules b) took part in this campaign or c) and such person used a benefit.
4. If You fail to comply with any part of these Rules as well as the terms and conditions of the Promoter You will be disqualified, and You will forfeit any benefits(s).
5. The benefits may not be sold, given to someone else, swapped for cash or a different prize.



6. The Promoter, FNB and/or the Bank 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 in relation to this campaign and agree that You will have no rights against the Promoter, FNB and/or the Bank.
7. The Promoter, FNB and/or the Bank reserve the right to change the Rules of the campaign. The Promoter, FNB and/or the Bank 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 terms and conditions of this campaign may be found on the Promoter's Intranet at FNB Online Banking > About FNB + Legal.
8. 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.
9. While the Promoter, FNB and/or the Bank 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, FNB and/or 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 the Rules no longer apply to You.

#### **TAX IMPLICATIONS**

1. We strongly recommend that You obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any benefits/s, awards and/or eBucks rewards obtained in respect of this campaign.
2. You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any benefits/s, awards and/or eBucks rewards due to You for participating in this campaign.

#### **INDEMNITIES AND LIMITATIONS OF LIABILITY**

You agree that You will not hold The Promoter, FNB or the Bank liable and You hereby fully indemnify The Promoter, FNB and/or the Bank, and hold The Promoter, FNB and/or the Bank completely harmless, against all damages, claims and fines made against You, The Promoter, FNB and/or the Bank, including all legal costs, 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 benefits/s, awards and eBucks rewards or the charges in respect thereof.

#### **NOTICES**

You must send all legal notices to FNB Legal, 3<sup>rd</sup> Floor, No 1 First Place, Bank City, Johannesburg, 2001.

#### **GOVERNING LAW**

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.