



FNB: Instant Payments (Regular usage)

CAMPAIGN RULES

Date these rules were first published: 20 February 2023

Date these rules were last changed: 21 February 2023

Read these Campaign rules carefully. These Campaign rules (“rules”) explain your rights and duties in connection with this Campaign. If you take part in this Campaign and/or accept any reward, 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 to these Campaign rules.

Campaign Name:	FNB Instant Payments (Regular usage)
Promoter(s) Name(s):	<p>This Campaign is run by FNB a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 having its principal place of business at 1 First Place, Bank City, cnr Simmonds and Pritchard Streets, Johannesburg.</p> <p>In these rules reference to “promoter(s)” or “the promoter(s)” or “us” or “we” means FRB.</p> <p>Reference to “participants” means “you” and subject to the terms, conditions and the rules as set out below.</p>
The Campaign Offers:	<ol style="list-style-type: none">1. Customers will qualify for the incentive after they have made 4 or more instant payments per month from March 2023 until the end of May 2023.2. The qualifying customer will receive communication from FNB (FNB App notification) notifying the qualifying customer of the new instant payment functionality and that should they continue to make 5 or more instant payments from March 2023 until May 2023, they will receive a R200 Takealot voucher.3. Customer/s will receive this incentive once-off in the month of June 2023.



	<ol style="list-style-type: none"> Customer will receive a R200 Takealot voucher should they continuously make 4 or more instant payments per month for a period of 3 months. The vouchers will be directly distributed via SMS and the voucher number will appear on the SMS for redemption on Takealot s. Vouchers are only valid for redemption for a period of 3 months after being received.
Campaign start date:	00:00:00 on 15 March 2023
Campaign closes:	23:59:59 on 31 May 2023
Eligibility: Who qualifies to take part?	<ol style="list-style-type: none"> All FNB customers over the age of 18, have a transactional bank account with FNB and who live in the Republic of South Africa. Customers who have made 5 instant payments per month for a period of 3 consecutive months from March 2023 until May 2023 . Your FNB current account must be in good standing. Customers will qualify for the incentive once they have made 4 or more instant payments per month until the end of May 2023.
Who cannot take part?	<p>The following persons may not take part in this campaign:</p> <ul style="list-style-type: none"> Any supplier of goods and services about this incentive. All FirstRand staff This incentive campaign will exclude all customers who were a part of the instant payments increase usage campaign. <p>They will forfeit (give up) any voucher awarded to them.</p>
Data Usage and Privacy Policy	Participants in the Campaign understand and agree that, in order to offer the Campaign, we may collect and use personal information about participants. This personal information may include participants' first



	<p>name, last name, email address, mobile number and in certain instances your image. Personal information, which participants provide when they enter the Campaign, may, subject to prevailing law, be used for future related marketing activity, unless you notify us that you wish to opt out of receiving such marketing communications. We will treat your information in total confidence and will not sell, share or rent this information to any other third parties. We will take measures to prevent unlawful access to, or unlawful processing of this personal information. 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>
General	<p>In the unlikely event of a dispute, our decision shall be final. We reserve the right to amend, modify, cancel or withdraw any aspect of this Campaign in our sole discretion at any time without liability. We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. The laws of the Republic of South Africa govern this Campaign. If any provision or part of these Rules is deemed void or otherwise unenforceable in law then that provision or part shall be deemed excluded and the remainder of these Rules shall remain in force. Any violation of these Rules will result in the immediate disqualification of the transgressing participant from the Campaign.</p> <p>If required as a result of changes in legislation or if deemed necessary for any other reason, the Bank reserves the right to terminate this campaign immediately. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against FRB, Visa, their agents and/or promoters.</p> <p>The promoter reserves the right to cancel or amend the promotion and these terms and conditions in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of</p>



	<p>any applicable law or regulation or any other event outside of the promoter's control. Any changes to the promotion will be notified to entrants as soon as possible by the promoter. 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 campaign material.</p> <p>FNB 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 campaign material.</p>
Tax Implications	<p>IMPORTANT NOTICE: TAX IMPLICATIONS</p> <p>We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prize/s, awards and eBucks rewards obtained in respect of this incentive.</p> <p>You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and eBucks rewards due to You for participating in this incentive.</p> <p>You agree that you will not hold Us, FNB or FirstRand Bank Limited ("the Bank") liable and You hereby 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-and-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 prize/s, awards and eBucks rewards or the charges in respect thereof.</p>
Rule Amendments	<ul style="list-style-type: none">• These Rules cannot be modified or superseded except by us, in our



	<p>reasonable discretion, in a written revision to these rules.</p> <ul style="list-style-type: none">• We reserve the right to extend the Campaign by amending these campaign rules. Notice of this change will be posted in these rules.• Rules can be found on FNB's website: https://www.fnb.co.za/about-fnb/legal-matters/promotions-terms-and-conditions.html
Questions about these rules	Email us on CCBCampaigns@fnb.co.za

IMPORTANT

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the Campaign rules. This 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 further agree to indemnify the promoter(s) for any loss or damage you suffered because you took part in this Campaign. 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.
- 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 you: a) breached the Campaign rules or b) took part in this Campaign.



GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any reward.
- The reward may not be sold or given to someone else.
- The reward cannot be swapped for a different type of reward.
- You may not attempt to do anything to change the outcome of the Campaign in any way.
- 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.
- You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg,
- 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.