



FNB SHARES ZERO – KICK START BONUS OFFER RULES

Date these rules were first published: 21 April 2023

Date these rules were last changed: 30 March 2023

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

Offer Name:	FNB Shares Zero – Kick Start Bonus
Promoter(s) Name(s):	<p>The promoter of this offer is FNB Share Investing – FNB Shares Zero a business unit within First National Bank (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)”, “we” or “FNB”. We refer to participants as “you”.</p>
Aim of Initiative	<p>A kick-start bonus of R100 will be deposited into pre-qualifying FNB Shares zero account holders. This R100 must be used by the client to place their first investment. The client can choose to invest the R100 in any security of their choice within ten working days for the offer being served. If the funds are not invested within ten working days, the funds will be removed from the clients FNB Shares Zero account accordingly.</p>
Entries open and close:	<p>Multiple Kick-start Bonus campaign’s will be active between 01 April 2023 and end 01 April 2024. The client must however invest the bonus within 10 days of being served the offer on App.</p> <p>All entries, fully completed as required, must be received by the promoter(s) before (time) on the closing date.</p> <p>The promoter(s) reserves the right to extend the offer. Notice of this will be posted in these rules.</p>
Eligibility: Who qualifies to take part?	<p>This campaign is open to pre-approved FNB Share Investing clients with an active FNB Shares Zero account which is in good standing. For the avoidance of doubt this campaign is not open to FNB Share Investing clients who do not have a FNB Shares Zero account– Staff who are employed by any of the other entities within the FirstRand Group (e.g. WesBank, RMB, DA or FCC) will not be eligible to participate in this offer.</p> <p>If you accept the offer, you must adhere to the qualifying criteria as stipulated herein.</p>
Who cannot take part / win the prize / accept delivery or take up the prize?	<p>The following persons may not take part in this offer, when it becomes due (e.g., an event or travel related prize), even if they qualify to take part - they will forfeit (give up) any offers awarded to them:</p> <p>a) Any directors or their spouses/partners/children of the promoter(s);</p>

	<p>b) Any of the Exco Members of the relevant business unit / segment and First National Bank;</p> <p>c) Any staff who is involved with the organisation (which includes but is not limited to designing, running and overseeing) the offer.</p> <p>d) Any person 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 FirstRand Bank 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. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings. Legal process however excludes debt review as contemplated in S86 of the National Credit Act 2005.</i>)</p> <p>e) Anyone, who at the time the offer entry is submitted and/or when the prize is awarded and/or when the prize is being delivered//used/taken-up/fulfilled is no longer employed by the FirstRand Group or is serving his/her notice of termination of employment period or is suspended.</p> <p>However, even if the aforesaid disqualified employees participate in the offer or is subsequently disqualified, all the offers' below Intellectual Property terms and conditions will continue to apply between the aforesaid disqualified employees or subsequently disqualified employees and FNB.</p>
How to enter?	<p>To participate in the offer the following process needs to be followed:</p> <p>Pre-selected and pre-qualified FNB Shares Zero clients will be offered the Kick-start Bonus campaign on the Just for you! tab on the FNB App. Clients can then click on Invest Now button on the offer. R100 will be pre-loaded into the clients Shares zero account and available for investment accordingly.</p> <ol style="list-style-type: none"> 1. The R100 must be used to invest by placing a trade in any security of your choice. 2. The R100 cannot be withdrawn and must be used to invest. <p>The R100 will be available to you for ten working days. If you have not used the R100 to invest within this period, it will automatically be removed from your account. FNB will only process the personal information so received in relation to this offer.</p> <p>Entrants voluntarily provide their own personal information to take part and agree to adhere to the qualifying criteria.</p>
Is there a limit on the number of times you can enter?	Prequalifying and Preselected clients will only qualify once for a R100 Kick-start Bonus.
Questions about these rules	Should you have any queries related to the above offer you may engage directly via e-mail to wealthandinvestments@fnb.co.za
Tax implications for incentives	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 (if applicable) due to you for participating in this offer.

	<p>You agree that you will not hold 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>
Intellectual Property	<p>IMPORTANT IP WARRANTY:</p> <p>You warrant that, to the best of your knowledge, the entry material submitted was not substantially copied from another person/source and/or the idea(s) or any part thereof do not form part of an applied for or registered South African patent or design.</p> <p>TRANSFERRING OWNERSHIP OF THE IP IN THE IDEAS, IF ANY, TO FNB</p> <p>All ideas submitted, regardless of whether it is the winning idea, may be implemented by us, including the potential implementation thereof across the FirstRand Group.</p> <p>The sharing of ideas in terms of this Offer is voluntary and we have the right to use the idea for any purpose we deem fit, without any limitation and/or restriction. The entrants waive any right, including any moral rights, in and to the ideas submitted and any solution that may result from such ideas.</p> <p>Accordingly, FNB will be the sole owner of all right, title, and interest, if any, in the idea and any solution that may result from the idea, including, but not limited to, any and all rights in copyright, patent, trade secret, trade mark, industrial design and all other intellectual property rights. If required, you agree to complete the documentation necessary to give FNB these rights. This will apply forever and throughout the world. You will give FNB all the rights to your idea even if the following applies: (1) your idea has nothing to do with your normal employment duties; or (2) your idea was not created at work; or (3) your idea was not created using FNB's infrastructure, equipment or facilities.</p> <p>NO COMPENSATION OTHER THAN THE CHANCE TO WIN THE PRIZE</p> <p>You agree that FNB will not compensate you for giving up your rights in the idea. Other than standing a chance to win the prize as described in the offer rules, FNB will not pay you for the idea or any expenses you incurred. No new contractual relationship between you and FNB will be created unless FNB agrees to this in writing.</p> <p>IDENTICAL OR SIMILAR IDEAS</p> <p>It is quite possible that someone else will submit an identical or similar idea to yours during the Offer period. As a result, you acknowledge that you may only participate in the offer if you hereby release FNB from all liability (legal responsibility) to you if FNB awards the prize to a person who submitted an identical or similar idea to yours. FNB will NOT become involved in any disputes between you and any other person concerning your idea and the prize.</p>

GENERAL RULES THAT APPLY:

- You may not send any emails that are derogatory or harmful to the promoter(s) or any other person. By sending any ideas you warrant to the promoter(s) that you are the sole creator, designer, author or owner of the idea and that you have the right to submit the idea.
- You may not misuse the offer in any way. This includes sending content for commercial purposes or distributing spam or malicious code.
- Emails must not contain any content that is normally prohibited by the FirstRand Group, such as explicit or offensive content.
- You may not attempt to do anything to change the outcome of the offer in any way. If the offer involves voting, you may not vote for yourself. Automated or bulk entries will be disqualified.
- You agree that the promoter(s) have the absolute discretion to decide if your actions constitute any of the actions prohibited above and to end your participation in the offer immediately and take appropriate legal action against you.
- The promoter(s) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or our systems or other users.
- The prizes cannot be swapped for cash or a different prize.

IMPORTANT:

- **You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the offer 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 also agree to indemnify the promoter(s) for any loss or damage you suffered because you took part in this offer or used the prize. If you enter yourself, or 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 offer or 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 (natural or legal), if such loss, damage or expense was incurred because you: a) breached the offer rules; or b) took part in this offer; or c) any person used a prize.**
- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
 - 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 amend these offer rules and/or end this offer at any time. If this happens you agree to waive (give up) any rights that you may have about this offer and agree that you will have no rights or claims against the promoter(s).
 - 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.
- This offer 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.