

FNB Connect – Top Up Go SIM Promotion

Date of first publication: 1 May 2019

1. The Promotion shall commence on 1 May 2019 and terminate on 30 April 2021. This shall be referred to as the “Promotion Period.”
2. We reserve the right to extend this Promotion for a longer period or terminate this Promotion sooner than indicated. Any changes to the Promotion Period will be published on
3. The purpose of the Promotion is to reward you with complimentary voice minutes, SMSes and Data for choosing FNB Connect.
4. 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”).
5. In these terms and conditions, we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants as “you”.
6. These terms and conditions must be read together with the FNB Connect General Terms and Conditions, Goods Supplied by FNB Terms and Conditions and the Remote Banking Agreement.
7. Reference to Electronic banking channels includes; FNB Cell Phone Banking, FNB Online Banking, FNB Banking Application, and FNB ATM's.
8. You are required to meet the Participation criteria and Qualifying criteria related to the various products during the Promotion Period.
9. Reference to FNB Personal Bank account shall mean an FNB Easy, Gold, Premier, Private Clients, or Private Wealth transactional bank account.
10. To receive the Top Up Go Promo Sim with 15 (fifteen) complimentary voice minutes to any network, 15 (fifteen) complimentary SMSes and 50 (fifty) MB of complimentary Data for 24 (twenty-four) months only, you must purchase a product from FNB Connect with the exception of smartphones and selected Device deals.
11. The complimentary voice minutes, SMSes and Data shall be valid for 30 (thirty) days from date of allocation.
12. FNB will not be held liable should your complimentary allocations expire prior to your use within 30 (thirty) days from date of allocation.
13. This Promotion is open to individual customers only.

Promotion Name:	FNB Connect Top Up Go Sim Promotion
Promotion Period	<p>This promotion shall commence on 1 May 2019, and terminate on 30 April 2021 ("Promotion Period")</p> <p>We reserve the right to extend this Promotion for a longer period, or terminate this Promotion sooner than indicated.</p> <p>Any changes to the Promotion Period will be published on www.fnb.co.za</p>
Promoter(s) Name(s):	<p>This competition 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". We will refer to participants and winners as "you" or "the customer".</p>
Participation and Qualifying criteria	<p>To participate in this promotion, you must:</p> <ul style="list-style-type: none"> • purchase a product/device that includes a TopUp Go Sim Promo package (this excludes Smartphones and selected Device deals) • hold a qualifying FNB Transactional Bank Account, which account must be in good standing and • keep the FNB Transactional Bank Account active through the lifecycle of your FNB Connect products and services. • Device account must be in good standing.
How this Promotion works?	<p>Customers that purchase products/devices from FNB (excluding smart phones and selected Device deals), will receive a SIM with complimentary voice, SMS and Data allocations. Once the SIM is activated, the customer will receive complimentary allocations monthly for 24 months only. The allocation includes 15 complimentary voice minutes to any network, 15 complimentary SMSes and 50MB of complimentary Data only. Customers can migrate from Top Up Go Promotion to any other FNB Connect Top Up or Post-paid packages at any stage.</p> <p>If the SIM is dormant for 3 (three) months it will be migrated to pre-paid.</p>

These terms and conditions, together with the FNB General Terms and Conditions, and applicable FNB Transactional Bank Account Terms and Conditions shall apply when you use FNB Connect products and services. Please visit our website www.fnb.co.za for these Terms and Conditions.

For enquiries on FNB Connect products and services, please contact our call centre at 087 575 0147, or 135 free from your FNB Connect SIM. Standard rates apply.

1. TERMS OF USE

1.1 When you apply for a FNB Connect product or service, you are required to undergo identification and verification processes in terms of RICA (Regulation of Interception of Communications Act 70 of 2002), and other applicable legislation.

1.2 You may port ("porting is a service where you change your telecommunications network service provider and keep your number") your current mobile number from another telecommunications network service provider to the FNB Connect telecommunications network service. To avoid losing value (airtime, voice, data, SMS or loyalty rewards) from another telecommunications networks service provider, we recommend that you use the value before you port in to FNB Connect. No refunds/payments will be made for lost value.

1.3 You may port your FNB Connect mobile number to another telecommunications network service provider. To avoid losing value (airtime, voice, data, SMS or loyalty rewards) on the FNB Connect mobile number, we recommend that you use the value before you port out of FNB Connect. No refunds/payments will be made for lost value.

1.4 You agree to use your SIM card only in devices used for person to person communication and not in devices used for machine to machine communication.

1.5 Where your FNB Connect SIM is lost, stolen or damaged, you must:

1.4.1 Notify us immediately on 087 575 0147 to block the SIM card. You may block the SIM card yourself on your Online Banking Profile. This will prevent any unauthorised use of the SIM card and charges to you.

1.4.2 Report the loss to the police station.

1.5 FNB Connect reserves the right, at any time and from time to time, to:

1.5.1 change these terms and conditions;

1.5.2 change any rules relating to its products and services;

1.5.3 modify its products and services at its discretion; and/or

1.5.4 change its rates/charges applicable to FNB Connect products and services.

These changes will be published on www.fnb.co.za and you agree that this shall be sufficient notice to you.

1.6 You may activate your SIM card on FNB's electronic banking channels, We recommend that you activate your SIM card only once you receive delivery.

1.7 Electronic banking channels include FNB Online Banking, the FNB Banking App for Smartphones or Tablets, cell phone banking, or the dial string *147# from your FNB SIM card.

1.8 FNB reserves the right at any time to accept, decline, withdraw or terminate any application or contract for FNB Connect products or services.

1.9 You may view the FNB Connect pricing guide at www.fnb.co.za for all billing rates.

1.10 When you use international dialling, international SMS, conference calling, or make calls to premium rated numbers, these will be charged at the applicable rates relevant to the service.

2. FNB CONNECT PREPAID SIM CARDS

2.1 To use the FNB Connect prepaid SIM card, you will be required to buy prepaid airtime, voice, data and SMS bundles through any of FNB's electronic banking channels.

2.2 Voice calls will be billed per second, from the very first second of calling. A flat billing rate applies throughout the day.

2.3 When buying airtime, voice, data or SMS, it is your responsibility to enter the correct cell phone number and correct amount you wish to buy for. We will not refund purchases for incorrect entries.

3.FNB CONNECT TOP UP SIM CARD

3.1 FNB Connect Top Up SIM cards are available in Top Up Voice service SIM cards and Top Up Data service SIM cards.

3.2 Top Up SIM cards are available on a month to month contract basis.

3.3 Voice calls on Top Up voice service SIM cards will be billed per second, from the very first second. A flat billing rate applies throughout the day. Please view the FNB Connect pricing guide at www.fnb.co.za for the current billing rates.

3.4 You will be billed in advance and payment collected before allocations of voice or data services are made. Where we do not receive payment, you will not receive voice or data allocations for the next month.

3.5 Once you deplete your Top Up Voice or Top Up Data allocations, you may purchase additional airtime, voice or data bundles through any of FNB's electronic banking channels.

3.6 The maximum amounts which you may purchase airtime, voice and data bundles for, are limited to the prepaid daily limit on the relevant electronic banking channel.

3.7 When buying airtime, voice, data or SMS, it is your responsibility to enter the correct cell phone number and correct amount you wish to buy for. We will not refund purchases for incorrect entries.

LEGAL

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.**

- Subject to the provisions of the Consumer Protection Act, to the extent allowed by any other applicable law and also subject to clauses below, FNB will not be liable to you or to any other person for any loss or damage suffered (whether it is direct or indirect): -

- If the network services are interrupted, suspended, or cancelled, for whatever reason; or
 - If the loss or damage was caused by any negligent act or failure to act,
 - We are not responsible for a service being interrupted and/or failing for any reason or for any
 - interruption in the network services.
 - You will be able to access services only when you are in the Republic of South Africa in an area covered by the network in the Republic of South Africa.
- 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 www.fnb.co.za.
 - We reserve the right, at any time, to change these Terms and Conditions and any rules relating to this promotions, 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 FNB 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 Bank 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 Bank, or their agents.
 - The promoter(s) reserve the right to change the rules of the promotion. The promoter(s) can change the rules of the promotion throughout the duration of the promotion. 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.
 - 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 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 Promotion will be governed by the law of the Republic of South Africa,
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