

## **Terms and Conditions**



### **FNB Connect Bansela Promotion 2021 –2023**

**Date these rules were first published:** 30 November 2021

**Date these rules were last amended:** 05 April 2022

Read these rules (“rules”) carefully. These rules explain your rights and duties under the FNB Connect mVNO Promotion. 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 by these rules. These rules are to be read together with eBucks Terms and Conditions as well as any other FNB Terms and Conditions (including promoter product and / or services terms and conditions) applicable and available on [fnb.co.za](http://fnb.co.za), that may be applicable to your relationship with us. FNB reserves the right to amend these rules, modify prices and products, rates and charges at any time. Please be advised that you will be notified prior to any such amendment and such changes will be published on our website [fnb.co.za](http://fnb.co.za).

<b>Promotion Name:</b>	<b>FNB Connect Bansela Promotion 2021–2023</b>
<b>Promoter(s) Name(s):</b>	<p>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”).</p> <p>In these rules we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”.</p> <p>We will refer to participants and winners as “you” or “the customer”.</p>
<b>Promotion Period:</b>	<p>This Promotion shall commence at 00:00 am on 23 November 2021 and terminate at 23:59 on 31 March 2023 (“Promotion Period”).</p> <p>The promoter(s) reserve the right to extend or terminate the Promotion Period. Notice of any change to this effect will be posted in these rules as amended and will be published on <a href="http://fnb.co.za">fnb.co.za</a>.</p>
<b>Participation and Qualifying Criteria:</b>	<p>To qualify for participation in this Promotion you must meet the following criteria: You must be a legal resident of South Africa or a South African citizen, who currently resides in the Republic of South Africa and who:</p> <ul style="list-style-type: none"><li>i) is a natural person or the holder of an FNB transactional account.</li><li>ii) is in possession of valid, acceptable proof of identification.</li><li>iii) is not excluded in the categories of people listed below who cannot take part.</li></ul> <p>You must have been KYC’d (Know Your Customer) and verified by the Bank.</p> <p>Transactions from any qualifying FNB transactional account, which account is in good standing, will be valid.</p> <p>“Transactions” means that you must buy FNB Connect Services from any one of the participating FNB digital channels (as listed below) of a value that will be communicated to you in a promotional offer via short message text (SMS) or App Text Notification. Only customers who receive a promotional offer are eligible to participate.</p> <p>All qualifying products are currently available through the participating FNB digital channels.</p> <p>By entering this Promotion, you warrant that you do not fall into any of the excluded categories of people, mentioned below.</p> <p>For the purposes of this Promotion, FNB digital channels include the following: FNB App; FNB Cellphone Banking (*120*321#, *130*321#, *120*277#, *130*277#, *147#); FNB Online Banking (<a href="http://fnb.co.za">fnb.co.za</a> &amp; <a href="http://fnb.mobi">fnb.mobi</a>);</p> <p>The following channels are excluded from this Promotion: ATM; eBucks shop. This Promotion is not available on OBE (<a href="http://fnb.co.za">fnb.co.za</a> and <a href="http://FNB.mobi">FNB.mobi</a>) for Business Enterprises.</p>

	<ul style="list-style-type: none"> <li>For the purposes of this Promotion, Qualifying FNB transactional accounts include the following: <ul style="list-style-type: none"> <li>FNB eWallet</li> <li>FNB Easy PAYU Account,</li> <li>FNB Easy Digital Account,</li> <li>FNB Easy Zero Account,</li> <li>FNB Easy Smart Account,</li> <li>FNB Islamic Easy Smart Account,</li> <li>FNB Gold Cheque Account,</li> <li>FNB Fusion Gold Cheque Account,</li> <li>FNB Encore Gold Cheque Account,</li> <li>FNB Premier Cheque Account,</li> <li>FNB Fusion Premier Cheque Account,</li> <li>FNB Private Clients Cheque Account,</li> <li>FNB Fusion Private Clients Cheque Account</li> <li>FNB Fusion Private Wealth Cheque Account,</li> <li>FNB Private Wealth Cheque Account,</li> <li>FNB Islamic Cheque Account.</li> </ul> </li> </ul>
How this Promotion works?	<ul style="list-style-type: none"> <li>You will receive a promotional offer via short message text (SMS) or App Text Notification within the Promotion Period.</li> <li>The offer will present you with an opportunity to buy FNB Connect Services for a specific period and for a minimum amount, as communicated in the message you received in order to qualify for a specific additional FNB Connect reward.</li> <li>The qualifying dates for purchases are not pre-defined. You will receive messages at random. You will receive offers on different days and times throughout the duration of this Promotion.</li> <li>You must purchase FNB Connect Services on any of the FNB digital channels as listed above, within the end date specified on the offer.</li> <li>For the purpose of this Promotion, Transaction/s mean/s and entails the following: <ul style="list-style-type: none"> <li>i) The purchase of FNB Connect Services during the specified period, as communicated to you. The following FNB Connect Services qualify as entry into the promotion: data bundles, daily &amp; weekly bundles and airtime.</li> <li>ii) The purchase value must be equal or greater than the minimum spend amount that is specified in each specific promotional offer.</li> </ul> </li> </ul> <p><b>Please note: – Reward Allocations will be provided after the specific offer ends.</b>  <b>– Reversed qualifying purchases will be disqualified and will not be regarded as an entry.</b></p>
<b>IMPORTANT DATES AND TIMES:</b>	
<b>Draws:</b>	<ul style="list-style-type: none"> <li>During the Promotion Period, qualifying purchases made in accordance with the specified offer will automatically be entered to receive Voice Minutes or Data Allocation.</li> <li>All qualifying customers are guaranteed to win a reward.</li> <li>The draw for each specified offer will occur after the specified offer has expired.</li> </ul>
<b>Reward:</b>	<ul style="list-style-type: none"> <li>The reward allocation for participation will be in the form of data bundles &amp; voice bundles.</li> </ul> <p><b>Please note that by participating in this Promotion, you also agree to be bound by eBucks Terms and Conditions which may be accessed on <a href="http://fnb.co.za">fnb.co.za</a></b></p>
<b>Eligibility Who qualifies to take part?</b>	<ul style="list-style-type: none"> <li>Only customers who received a promotional communication holding an FNB transactional bank account (private individual account), which is in good standing,</li> </ul>

	<p>qualifies for participation, unless they are automatically disqualified as described in these terms and conditions.</p> <ul style="list-style-type: none"> <li>Where participants are under the age of 18 (eighteen), parental or legal guardian consent and assistance will be required for acceptance of the prize, and for acceptance of these terms and conditions.</li> </ul>
<b>Who cannot take part?</b>	<ul style="list-style-type: none"> <li>The following persons may not take part in this Promotion and may not win prizes even if their names are entered in the draw in error. They will forfeit (give up) any prizes that may have been awarded to them: <ul style="list-style-type: none"> <li>a) Any employee of the promoter(s).</li> <li>b) Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c) Any other person who directly or indirectly controls the promoter(s).</li> <li>d) Any supplier of goods and services in connection with this Promotion.</li> <li>e) Any person whose accounts and credit agreements with FNB or FirstRand Bank Limited are not in good standing. This means that even if you were allowed to take part in the Promotion because you met all the other criteria, FNB has the right to withhold a prize from you. <i>"Good standing" means that none of your FNB and FirstRand Bank accounts and credit agreements are overdrawn, or in arrears, or in default, or are 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. Legal process includes, but is not limited to collection, liquidation and sequestration proceedings. Legal process does not include debt reviews allowed under S86 of the National Credit Act 34 of 2005".</i></li> <li>f) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, d or e above.</li> </ul> </li> </ul>
<b>Is there a limit on the number of times you can enter?</b>	<ul style="list-style-type: none"> <li>Should you make more than one purchase within the specified period of the promotional offer, you will be rewarded once.</li> <li>Throughout the duration of the promotion, you will be presented with multiple opportunities to qualify for the additional rewards. If you perform a purchase each time you receive the specified promotional offer, you will qualify once within that specific promotional offer for the additional reward allocations.</li> </ul>
<b>How will winner(s) be chosen?</b>	<p>Winners will be chosen from customers who purchase FNB Connect Services for the minimum spend value that is equal or greater than the value specified on the promotional offer. The purchase should have been completed within the end date/expiry date of the specific promotional offer.</p>
<b>How will the winners be notified and announced?</b>	<ul style="list-style-type: none"> <li>All winners will be notified by either a Short Text Message (SMS) or App Text Notification (if they are registered on the FNB App).</li> </ul> <p><i>Where, winners agree to participate in publicity events related to the Promotion, they will not be entitled to receive any payment for participating in any publicity events related to this Promotion, or for participating in any media format or appearances associated with this Promotion.</i></p>
<b>Questions about these rules:</b>	<p>Email us on <a href="mailto:Prepaid.Tier3@fnb.co.za">Prepaid.Tier3@fnb.co.za</a> for any questions or queries related to the rules or Promotion in general.</p>

**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 or used the prize. If you enter the Promotion, 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 Promotion or used the prize.
- You furthermore agree to indemnify the promoter(s) fully for any loss, damage, claim, or injury that may occur because of the use of the prize or your inability to use the prize for any reason. This includes, but is not limited to, injury, loss, death or financial damages caused to any person other than yourself.
- You therefore agree that you cannot hold the promoter(s) legally responsible for any loss or damage or legal expenses or medical expenses you suffered caused because you 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 (legal or natural) if such loss or damage or expense was incurred because:
  - a) you breached the Promotion rules.
  - b) you took part in this Promotion; and/or
  - c) you or any person used a prize.
- FNB will not be held responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- You agree that your participation in the Promotion, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- If an FNB representative is unable to get hold of you after making reasonable efforts to do so, you will lose your prize and the judges may award it to someone else.
- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any prize(s).
- We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prizes in respect of the Promotion. You are fully responsible for any tax implications arising from or associated with the receipt, transfer or spend of any prizes. You agree that you will not hold Us, FNB or FirstRand Bank Limited (“the Bank”) liable and you 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-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 prizes or the charges in respect thereof.
- You may not attempt to do anything to change the outcome of the Promotion in any way.
- 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 end this Promotion at any time or substitute or change the prizes. If this happens you agree to waive (give up) any rights that you may have in this Promotion and agree that you will have no rights (legal recourse) against the promoter(s).
- 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.

- 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.
- You must send all legal notices to FNB Legal, 3<sup>rd</sup> Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- This Promotion will be governed by the law of the Republic of South Africa.
- 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.