

## **FNB Summer Campaign Terms and Conditions:**

Applicable to the FNB Easy PAYU, Easy Smart, Fusion Aspire, Aspire or Aspire Encore Transactional account.

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Please read this document carefully as it records the terms and conditions applicable to you when you participate in the FNB Summer Campaign ("Campaign"). The promoter of this Campaign is First National Bank (FNB). In these rules, we refer to promoter as "FNB" or "us" or "we". We will refer to participants as "Customer" or "you" or "yours". These rules are to be read together with the FNB Transactional Bank Account Terms and Conditions, the FNB Connect Relationship Agreement (FNB Connect General Terms and Conditions), and all other applicable FNB Terms and Conditions as amended from time to time including services terms and conditions applicable and available on fnb.co.za or any other FNB channel, that may be applicable to your relationship with us.

Part A – Incentive		
CATEGORY	DESCRIPTION	WhatsApp Data Reward
1. WhatsApp Data Reward	WhatsApp Data Reward on FNB Easy PAYU, Easy Smart or Aspire, Fusion Aspire and Aspire Encore Transactional Account	Easy PAYU 500MB Easy Smart Option 1000MB Aspire 1000MB
2. Cash incentive	Cash incentive up to R200 for switching your debit orders to your FNB Easy PAYU, Easy Smart or Aspire, Fusion Aspire and Aspire Encore Transactional Account	FNB Easy PAYU R50.00 FNB Easy Smart Option R50.00 FNB Aspire R200.00



#### Part B Special Terms and Conditions

- 1. The incentives set out in Part A above is subject to the customer meeting the following requirements:
- 1.1. Customer must open and activate (make an adequate deposit into the transactional account) a FNB Easy PAYU, Easy Smart, Fusion Aspire, Aspire or Aspire Encore Transactional account (the transactional account) account between the 24<sup>th</sup> of November 2023 and 31 May 2024 ("Promotional Period").
- 1.2. Customer must have an active FNB Connect SIM card account by the last day of the calendar month within the promotional period to qualify for the incentives.
- 1.3. The accounts must be in the customer's own name.
- 1.4. These rules must be met within 3 calendar months from the date of opening the FNB transactional account.
- 1.5. Ensure that the Transactional Account and the FNB SIM Account that the customer has opened is maintained in accordance with his/her customer agreement entered with FNB at the time of opening the account and that he/she meets the additional minimum criteria set out below.
- 2. FNB reserves the right to immediately revoke the incentive provided to a customer in the event:
- 2.1. the customer's FNB account or any other FirstRand Bank account or product held by the customer is no longer in good standing\*
- 2.2. The customer closes or abandons the FNB transactional account before the expiration of the 3 calendar months from the date of opening the transactional account; or



- 2.3. the customer fails to meet the minimum criteria requirements during any month within the 3-calendar month from date of opening the account. Failure to meet any criteria requirement(s) will result in the customer not receiving the cash and WhatsApp Data Reward incentive.
- 2.4. The incentives are subject to the customer's FNB account as well as the FNB Connect SIM card account and any other account or product the customer holds with FirstRand Bank being active and maintained in good standing\* for the duration of the promotion.
- 2.5. Customers that have any hard holds/ and or are under debt review on their account/s will not be eligible for the incentives for the month(s) that the hard hold and/or debt review is in place.
- 2.6. In the event that a customer opens two or more transactional accounts on the same day via the qualifying channels, the following rules will apply:
  - 2.6.1. only one of the transactional accounts will qualify for this campaign.
  - 2.6.2. The qualifying account will be the account which requires the higher monthly income where applicable.
  - 2.6.3. Should the customer open two accounts which require the same monthly income, the incentive will be paid into the account which meets the qualifying criteria first.



\* Good standing means that none of your FNB, WesBank 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, WesBank or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB, WesBank or FirstRand Bank, including but not limited to: business rescue, collections, liquidation, administration and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the National Credit Act.

# Part C: WhatsApp Data Reward

These rules apply to the WhatsApp Data Reward

- 3. WhatsApp Data Reward Eligibility Criteria:
- 3.1.1. Customer must have an eligible active FNB Connect SIM card. This means the following:
  - a) The FNB Connect SIM card account must be linked by the account holder on the Bank's system with a qualifying FNB Bank transactional account;
  - b) The FNB Connect SIM card must be active and capable of making and receiving calls;
- 3.1.2. The customer must have an active mobile phone number (MSISDN), associated with the FNB Connect SIM card, that is not in the process of being ported from or to FNB Connect or being swapped between SIM cards. The WhatsApp Data Reward will be allocated to only 1 (one) FNB Connect SIM card per customer that:
  - a) Accumulates the highest spend within a particular month;
  - b) which is linked to the customer's eligible FNB Transactional Account;
- 3.1.3. The customer is required to perform at least one digital interaction on the FNB App,

  .Mobi, Cellphone or FNB Online Banking Platform.
- 3.1.3.1. Easy Smart: Log into the FNB App, transact (to pay someone or buy something) via Cellphone Banking or Online Banking once a month, or withdraw cash using Cash@Till ® month (If you are aged 60 and over, you don't need to use the App to qualify)



- 3.1.3.2. Aspire: Log into the FNB App once a month (If you are aged 60 and over, you don't need to use the App to qualify)
- 3.2. WhatsApp Data Rewards are WhatsApp bundles that are valid for 30 (thirty) days from the time of allocation.
- 3.3. Customers will receive a maximum of 9 (nine) consecutive monthly WhatsApp Data Rewards, as set out in Part A, provided the customer meets the criteria as set out in Part B and C monthly for the duration of the campaign, irrespective of when the customer took up the incentive during the Promotional Period.

Note: The reward will be awarded for retrospective behavior. To illustrate by way of example:

If a customer meets the qualifying criteria during November/December 2023 (the start of the promotion), the customer will receive his/her first reward by the 25<sup>th</sup> of January 2024. In this example, this would be the very first WhatsApp Reward a customer would receive within this promotion. If this customer continues to meet the rules for the total duration of nine months, he/she will receive the last allocation by the 25 of September 2024. The customer will receive the incentive for every month that they meet the rules during the nine-month cycle and forfeit the incentive should they not meet the eligibility in a particular month.

3.3.1. The WhatsApp Data Reward will only be made to an FNB Connect SIM card and <u>not to</u> any other mobile networks' SIM card;

#### 4. WhatsApp Data Allocation:

4.1.1. Provided all criteria applicable to the incentives has been met within the 3 calendar months from the time the customer opens his/her FNB Account, the applicable Data will be processed for allocation to the customer's FNB Account on the 25 of the following month starting from January 2024 and will continue to be allocated on the



25 of each subsequent month subject to the minimum monthly criteria requirements being maintained.

#### WhatsApp Data Reward Disclosure

- WhatsApp Data Rewards are available to FNB Connect Prepaid, Top Up and Postpaid customers only.
- WhatsApp Data rewards are applicable on the following FNB Connect Plans:
  - Prepaid
  - Lifestyle;
  - Data: and
  - TalkMax plans.
- WhatsApp Data Rewards are not available on FNB Connect LTE SIM Plans.
- In order to utilise the WhatsApp Data Reward; you require a device that is capable of
  installing and utilising the WhatsApp application and hence utilising the WhatsApp
  bundle. It is your responsibility to ensure that you have a device that is capable of
  installing and utilising the WhatsApp application in order to utilise the WhatsApp Data
  Reward.
- Unused WhatsApp Data Rewards cannot be rolled over.
- Customers cannot transfer WhatsApp Data Rewards to another FNB Connect SIM or to another customer/person.
- WhatsApp Data Rewards cannot be used for International Roaming and will not apply
  when you are utilising the International Roaming facility. International Roaming charges
  will apply when you utilise the WhatsApp application internationally.
- You will only receive depletion notices at intervals of 50%, 80% and 100% of usage if you have opted in to receive such depletion notices. If you have not opted in, you will not receive these depletion notices.



The WhatsApp Data Rewards does not cover video or voice calls via WhatsApp; please
note that the data used on the video or voice call via WhatsApp will be deducted from
your active current data bundle/ subscription or from airtime (if you have opted in for
out of bundle data charging) and will not be deducted from the WhatsApp Data bundle.
(NB: Video and Voice WhatsApp calls are excluded from use in WhatsApp Data Rewards
Campaign/Promotion.).

#### Part D: Cash Incentive

## 5. Cash Incentive Eligibility Criteria:

### 5.1. Easy PAYU and Easy Smart:

- A customer will be credited with an amount of R50 once off, when:
- a minimum of one debit order in the qualifying transactional account has been successfully processed, and
- the customer has met the conditions as set out in Part B.

## 5.2. <u>FNB Fusion Aspire, Aspire or Aspire Encore Account:</u>

A customer will be credited with an amount of R200 once off, when:

- a minimum of 2 (two) debit orders in the qualifying transactional account have been successfully processed and;
- the customer has met the conditions as set put in Part B.

## 6. Payment for cash incentive:

6.1. Provided all criteria applicable to the incentives has been met within the 3 calendar months from the time the customer opens his/her FNB Account, the applicable cash



Incentive will be processed for allocation to the customer's FNB Account on the 25 of the following month after meeting the criteria, starting from January 2024.

#### **IMPORTANT**

- You agree to indemnify FNB fully for any loss, damage, costs, expenses or injury suffered by or caused to it because of you breaching any terms and conditions set out herein. This means you agree to reimburse FNB for any loss, damage, expenses and costs that it may incur. Such costs include legal costs on an attorney and own client scale.
- You agree to indemnify FNB for any loss or damage you or a third party may have suffered during the take up of the chosen incentive and was a result of you breaching these terms and conditions and/or participating in this Campaign.

#### **GENERAL RULES**

- Unless we say otherwise you must be at least 18 to participate in this Campaign.
- RMB, or FNB employee and employees of FirstRand Bank Limited are excluded from this Campaign as well as their spouse, life partner, siblings, children, or parents.
- In the event that FNB finds that a person, after FNB's mandatory due diligence, may not open a FNB Account or if a person is found not to meet the minimum qualifying criteria to qualify to open a FNB Account, such person will not be eligible to participate in the Campaign.
- The FNB Connect SIM card must be linked to the account holder's qualifying FNB
  transactional bank account, or you may have an FNB Connect SIM card that is registered
  on another customer's profile, provided the SIM is registered as your inContact number
  and for Cellphone Banking on your eligible FNB transactional bank account.
- Bank account types (or services) not listed here specifically do not qualify for the Whatsapp Data Reward.
- If you are not eligible in a month, you may become eligible in the next month, but you will
  not receive your WhatsApp Data Reward for the months you weren't eligible within the 9
  (nine) month consecutive allocation period.
- WhatsApp Data Rewards can not be awarded pro-rata.



- WhatsApp Data Rewards will only be applicable on your FNB Connect SIM card and FNB transactional bank account. Opening multiple FNB transactional bank accounts and/or activating multiple FNB Connect SIM cards will not make you eligible for more WhatsApp Data Rewards, nor classify an existing customer as a new customer.
- Where customers hold multiple FNB Connect SIM cards, selection of the FNB Connect
   SIM to receive the WhatsApp Data Reward will be prioritized as follows
  - Priority 1 An FNB Connect SIM card that is registered for inContact.
  - Priority 2 An FNB Connect SIM card that is registered for Cellphone Banking.
  - Priority 3 An FNB Connect SIM card that has the highest spend\* during that month.
  - Priority 4 A FNB Connect SIM card that was activated first in terms of date (the day the SIM card was activated).
  - Priority 5 A FNB Connect SIM card that was activated first in terms of time (the time the day the SIM card was activated).
- To illustrate by way of example:
  - If you have multiple FNB Connect SIM cards linked to your FNB Banking profile, the FNB Connect SIM card that is registered for inContact will receive the WhatsApp Data Reward.
  - If you have multiple FNB Connect SIM cards registered for inContact, on your primary FNB Banking profile, then the FNB Connect SIM card that is also registered for Cellphone Banking will receive the WhatsApp Data Reward.
  - If you have multiple FNB Connect SIM cards registered for Cellphone Banking, on your primary FNB Banking profile, then the SIM card that has the highest spend\* during that month will receive the WhatsApp Data Reward.
  - If, on your primary FNB Banking profile, you have multiple FNB Connect SIM cards tied on the highest spend during that month or if you have multiple FNB Connect SIM cards with no spend during that month, then the SIM card that was activated first in terms of date and time will receive the WhatsApp Data Reward.
- You can view your WhatsApp Data Reward balances on your FNB Connect SIM card from the following FNB channels:
  - USSD (\*147#)



- USSD (\*111# for summarized balances)
- FNB App
- FNB Online banking (once you have logged in to your profile)
- FNB Cell phone banking (\*130\*321# or \*120\*321#)
- Where your FNB Connect SIM card has been migrated to Prepaid due to non-payment, you will not qualify for WhatsApp Data Rewards until your account has been re-instated into good standing status. The Data will commence from the following month.
  - A limitation on the WhatsApp Data Reward may be imposed where the sustainability of the promotion is compromised.
- Customers may not take part in this Campaign if they have already participated in another Campaign similar to the purpose of this Campaign, either run by RMB Private Bank or FNB, during the period of this Campaign. If a customer is presented with more than one similar campaign simultaneously, the customer may only participate in one of the similar campaigns at any one time.
- Customers that hold an existing FNB Fusion or Transactional account and/ or have previously held an FNB Fusion or Transactional account (including Easy Zero) which was closed in the last 6 (six) months are not eligible for this incentive.
- The incentive(s) may not be sold or given to someone else.
- The incentive(s) cannot be swapped for different incentive(s).
- FNB has the right to end the incentive(s) and or Campaign at any time. If this happens, you agree that you will not hold FNB liable for any claims that may arise from ending the incentive(s) or Campaign.
- FNB can change the terms and conditions of the Campaign throughout the duration of the Campaign. For convenience only, the date on which these terms and conditions were last amended will be shown below the heading. It is your responsibility to check the terms and conditions for amendments.
- The clauses in these terms and conditions are severable. This means that if any clause in these terms and conditions are found to be unlawful, it will be removed and the remaining clauses will still apply.
- While FNB may allow you extra time to comply with your obligations or decide not to
  exercise some or all FNB's rights, or waive certain requirements, FNB can still insist on the
  strict application of any or all its rights at a later stage. You must not assume that this
  means that the terms and conditions 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 Campaign and its terms and conditions 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.

#### DATA USAGE AND PRIVACY NOTICE

By participating in this Campaign, you understand and agree that we may collect and use your personal information. This personal information may include your first name, last name, email address, mobile number, financial information, and Identity number. Personal Information, which you provide when participating in this Campaign, may, subject to prevailing law, be used for future marketing activity, unless you notify FNB 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 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. Please refer to our website and/or your FNB banking APP for the Customer Privacy Notice

#### IMPORTANT NOTICE: 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 incentives and eBucks Data 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 incentives and eBucks Datas due to you for participating in this Campaign.
- 3. 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 incentives and eBucks Datas or the charges in respect thereof.