

## FNB Credit Card & eBucks Shop - Appliances Campaign

### Terms and Conditions

Date these rules were first published: 12 October 2018

Date these rules were last changed: N/A

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, 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.

<b>Campaign Name:</b>	FNB Credit Card & eBucks Shop – Appliances Campaign.
<b>Promoter(s) Name(s):</b>	This Campaign is run by FNB Credit Card and FNB eBucks, business units within FirstRand Bank (“FNB”) Limited (Registration Number. 1929/001225/06) (“FNB Card”) having its principal place of business at FNB Place, Bank City, Cnr Kerk and Diagonal Street, Johannesburg Gauteng, South Africa, 2000. 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 “customer”.
<b>The Campaign</b>	<ul style="list-style-type: none"><li>• The campaign is open to selected FNB Visa Credit Cardholders - this includes Gold, Premier, Private Clients and Private Wealth, RMB Private Bank and Signet Credit Cardholders who reside in South Africa, are over the age of 18 years and spend a minimum of R3500 monthly on their FNB/RMB Private Bank Credit Card.</li><li>• The Campaign deal is as follows:<ul style="list-style-type: none"><li>a. Customers will receive a Budget facility repayment term fixed at prime on selected products only, purchased from the Credit Card Appliances Category on the eBucks Shop (<a href="http://www.ebucks.com">www.ebucks.com</a>). The promotional budget rate at the time of purchase will be fixed at prime for the customers’ budget duration and will not be affected by further prime rate amendments;</li><li>b. The full budget term is determined by the product. Budget term/durations will be displayed on the product list for each product;</li><li>c. The product list containing the applicable products which can be purchased for the purposes of this campaign can be found online under the Credit Card Appliances Category on the eBucks Shop;</li><li>d. Customers must purchase the selected product/s on their straight facility. Once a purchase is made, FNB Credit Card will send an SMS to qualifying customers, requesting permission to transfer the purchase onto a budget facility with the promotional interest rate of prime. If the customer responds with the option to move the purchase/s to the promotional budget plan, FNB will move the transaction/s and limit to the budget facility with the promotional interest</li></ul></li></ul>

rate of prime. The transfer from straight to budget may take up to three (3) to five (5) working days, during which time customers will be charged their normal personalized interest rate;

- e. The offer expires 48 hours after the SMS is sent and thereafter will not be redeemable and your purchase will remain on straight facility;
- f. Please note that FNB Credit Card may send you more than two SMS's containing the offer to utilize this campaign, however; customer is restricted to two purchases only, if the customer responds "yes" to an offer and has reached the threshold, the transaction will not be transferred;
- g. As a customer pays off their monthly budget instalment and their budget facility becomes available, FNB Credit Card may move the available limit from budget to the customers' straight facility;
- h. Customer is liable for the full budget term/duration;
- i. There are no penalties associated with early settlement of the budget plan;
- j. All refunds on the products are subject to the merchants' terms and conditions;
- k. Refunds will not automatically settle the budget plan for the product that has been purchased;
- l. In order to settle the budget facility, customers must contact FNB Credit Card to effect the settlement with the funds received from the refund; and
- m. Customers will remain liable for the full purchase price, fees and interest irrespective if the purchase/s is subsequently returned to the eBucks Shop.

To qualify for the campaign and to benefit from the prime interest rate on your medical purchase, you need to:

- a. Purchase a product from the product listed under the Credit Card Appliances Category on the eBucks Shop with your FNB Credit Card straight facility during the period of 12 October 2018 to 31st August 2019 (Only available on certain online platforms);
- b. Should a transaction be swiped on budget incorrectly, FNB Credit Card will amend the transaction;
- c. Only accounts in good standing will qualify for the campaign; and
- d. Customers need to maintain a minimum monthly spend of R3 500 on their qualifying FNB/RMB Private Bank Credit Card during the budget repayment term if the monthly spend is below R3 500, the promotional interest rate of prime will be forfeited and Customer will revert to their personalized interest rate.

- The campaign fixed rate is at prime at the time of the offer and acceptance.

	<ul style="list-style-type: none"> <li>• The campaign is further, only applicable to purchases made on your FNB Credit Card facility which must be repaid within the budget repayment term.</li> <li>• Should the customer default on any payments towards the purchase, the campaign will no longer apply, the fixed interest rate will fall away and the customer's personalized interest rate will be re-instated, changing the monthly payment due.</li> <li>• All products related queries must be referred to eBucks Shop.</li> <li>• All transaction queries to be referred to FNB Credit Card.</li> </ul>
<b>Campaign starts:</b>	12 October 2018
<b>Campaign ends:</b>	31 <sup>st</sup> August 2019
<b>Is there a limit on the number of times you can take advantage of the campaign? What are the exclusions?</b>	<ol style="list-style-type: none"> <li>1. The campaign is limited to two products per Credit Card Account (includes all cardholders). Should more than two products be purchased in a single transaction, the two most expensive products will be placed on the promotional rate. The other product/s will be placed on the customer's personalized rate.</li> <li>2. Any other products purchased from the eBucks Shop that form part of the purchases by customers are not included in the FNB budget deal and will be excluded / separated from the product purchase.</li> </ol>
<b>Eligibility:</b> <b>Who qualifies to take part?</b>	<ul style="list-style-type: none"> <li>• This campaign offering is only open to qualifying FNB Gold, Premier, Private Clients and Private Wealth, RMB Private Bank and Signet Credit Cardholders;</li> <li>• You are a natural person over the age of 18;</li> <li>• You are in possession of your valid South African ID book or valid passport for identification purposes;</li> <li>• You have a qualifying FNB Credit Cardholder at the time of purchase;</li> <li>• Your account is in good standing. 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: business rescue, collections, liquidation, administration and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the National Credit Act; and</li> <li>• You are not excluded in the categories of people listed below who cannot take part. By entering this Campaign, participants warrant that they do not fall into any of the below mentioned excluded categories of people.</li> </ul>
<b>Who cannot take part?</b>	<p>The following people are excluded from this campaign:</p> <ol style="list-style-type: none"> <li>1. People who do not meet the eligibility criteria above.</li> <li>2. The following Credit Card Holders do not qualify for this campaign: <ol style="list-style-type: none"> <li>a) FNB Business;</li> <li>b) FNB Fusion; and</li> </ol> </li> </ol>

	<p>c) please note this is not an exhaustive list.</p> <p>3. All FNB and RMB debit and cheque cardholders do not qualify.</p>
<b>Data Usage and Privacy Policy</b>	<p>Customers who participate in the Campaign understand and agree that in order to offer the Campaign; we may collect and use personal information about customers. This personal information may include a customer's first name, last name, email address, mobile number and in certain instances your image. Personal data, which customers provide when they enter the 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 the FNB, our members, customers or the public. Should we use your image, you confirm that you shall not be entitled to any remuneration for such use.</p>
<b>General</b>	<p>No correspondence will be entered into regarding either this Campaign or these Rules. 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. Customers in this Campaign agree that we will, subject to prevailing law, have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a prize, or from participation in this Campaign. 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 customer from the Campaign.</p> <p>If required as a result of operational restrictions/limitations, the promotor reserves the right to, at their discretion charge customers for SMS's responses. The customer will as a result be liable for SMS's that are sent in reply to the campaign SMS's. Customers will be notified of this change. Standard SMS rates will apply.</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 customers agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against the Bank, Visa, their agents and/or promoters.</p> <p>The promotor reserves the right to cancel or amend the campaign 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 any applicable law or regulation or any other event outside of the promotor's control. Any changes to the campaign will be notified to entrants as soon as possible by the promotor.</p> <p>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>
<b>Rule Amendments</b>	<p>These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules. The promotor(s) reserve the right to change the rules of the campaign</p>

	<p>FirstRand Bank Limited reserves the right to extend the campaign by amending these campaign rules. Notice of this will be posted in these rules.</p> <p>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.</p>
<b>Questions about these rules</b>	Queries to be referred to FNB Credit Card at <a href="mailto:creditcardpromotions@fnb.co.za">creditcardpromotions@fnb.co.za</a>

## 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 means 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 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 further acknowledge and agree to the fact that the promoters and the Promoter and their agents accept no responsibility for any problems or technical malfunction of any communication network, or any late, lost, incomplete, misdirected, incorrectly submitted, delayed, illegible or corrupted entries.
- 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 the promoter(s) are not able to get hold of you as set out above in the Campaign rules, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
- Unless we say otherwise you must be at least 18 to enter.
- You may not attempt to do anything to change the outcome of the Campaign 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 Campaign at any time. If this happens you agree to waive (give up) any rights that you may have in relation to this Campaign and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to vary, postpone, suspend or cancel the Campaign. and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time. 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, 2001.
- 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.
- To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefor, and the promoters will not increase the value of the prize/s to compensate for such charges.