

Spend Campaign 2021:

CAMPAIGN RULES

Date these rules were first published: 17 November 2021

Read these campaign rules carefully. These campaign 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 campaign rules.

Campaign Name:	Spend Campaign 2021: Get cash back
Promoter(s) Name(s):	This Campaign is run by FNB Credit Card, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 having its principal place of business 1 First Place, Bank City. The campaign is run on behalf of FNB Debit Card, FNB Fusion Card and FNB Credit Card. In these rules, we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants as “you”.
The Offers:	<p>Swipe or tap your FNB/ RMB Private Bank card/s as stated below between 17 November 2021 and 24 December 2021 and get rewarded.</p> <p>Customers who are a part of the selected group will get cash-back when they reach the spend amounts below:</p> <ul style="list-style-type: none"> • Spend R500 and get R50 once off for Easy customers • Spend R1000 and get R100 once off for Aspire customers • Spend R2000 and get R200 once off for Premier, Private Clients, FNB Private Wealth and RMB Private Banking customers <p>The above cash back is limited to the minimum spend amount as stated above, therefore:</p> <ul style="list-style-type: none"> • If participants spend R1000 but receive the App Push Notification specifying spend R500, cash back will be limited to R50. • If participants spend R2000 but receive the App Push Notification specifying spend R1000, cash back will be limited to R100. • If participants spend R4000 but receive the App Push Notification specifying spend R2000, cash back will be limited to R200 <p>The number of qualifying customers will be capped at 10000 qualifying customers.</p>
Campaign opens:	The Campaign starts on 17 November 2021 at 00:00:01
Campaign closes:	The Campaign ends on 24 December 2021 at 11:59:59
Eligibility: Who qualifies to take part?	<ol style="list-style-type: none"> a) Existing FNB and RMB Private Bank Credit Card, Fusion and Debit card customers who receive the App push notification will be eligible to participate; Customers who do not receive an App push notification will not qualify for the cash back reward. b) This campaign is open to a selected group of FNB/RMB Private Bank customers over the age of 18 who currently reside in the Republic of South Africa and who is either a juristic or natural person. c) Customers will be selected to participate in the campaign based on their individual profile meeting the minimum required criteria for the campaign including an account which is in good standing and will receive either an App or SMS notification requesting them to spend with their FNB / RMB Private Bank Card/s.
How to participate?	<p>Qualifying customers will receive communications via FNB App or SMS requesting them to swipe, tap or scan their FNB/ RMB Private Bank card/s during the campaign period to qualify for the cash reward.</p> <p>NB! Customers are selected to participate solely at FNB’s discretion</p>
Campaign Terms & Conditions	<ol style="list-style-type: none"> a) The customer will receive a once-off cash reward following their successful spend with the FNB / RMB Private Bank card/s for the spend amount stated above. b) Your enrolment in a campaign is once-off. Any further communication to participate in the same campaign again should be ignored. c) To qualify for the cash reward, the Card spend must be met within the campaign period. d) The date on which you will be rewarded is dependent on internal processes and upon your completion of the required banking behaviours. Payouts will occur within 5 business days of the customer reaching the required transaction amount(s) within the campaign period. e) System downtime occurs from time to time and neither FNB, the retailer nor its agents will be held liable for any unforeseeable system breakdowns f) The cash will be deposited directly into your FNB / RMB Private Bank accounts
Data Usage and Privacy Policy	Participants in the campaign understand and agree that, in order to offer the campaign, the promoter(s) may collect and use personal information about participants. This personal information may include participants’

	first name, last name, email address, mobile number and in certain instances your image. The promoter(s) will treat your information in total confidence and will not sell, share or rent this information to any other third parties. The promoter(s) may disclose information if required to do so by law or if it is required to protect the safety, rights or property of the promoter(s), it's members, customers or the public.
General	No correspondence will be entered into regarding either this campaign or these rules. In the unlikely event of a dispute, the promoter's decision shall be final. The promoter reserves the right to amend, modify, cancel or withdraw any aspect of this campaign in its sole discretion at any time without notice or liability. The promoter(s) cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. 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 participant from the campaign. Participants may be invited to participate in Public Relations activities and other marketing and social media advertising initiatives as organized by the promoter(s) as a result of this campaign however, participants reserve the right to refuse such participation.
Tax Implications	IMPORTANT NOTICE: TAX IMPLICATIONS We strongly recommend that You obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prize/s, awards and eBucks rewards obtained in respect of this incentive. 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 due to You for participating in this incentive. 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 prize/s, awards and eBucks rewards or the charges in respect thereof.
Rule Amendments	These rules cannot be modified or superseded except by FNB, in its reasonable discretion, in a written revision to these rules posted on the FNB/eBucks website (https://www.ebucks.com/web/eBucks/legal/termsandconditions) and, at FNB's sole discretion, using other potential official campaign communication methods reasonably calculated to reach a majority of potential participants. A copy of these rules can be found on the FNB/eBucks website at https://www.ebucks.com/web/eBucks/legal/termsandconditions .
Questions about these rules, complaints and queries:	https://www.fnb.co.za/contact-us/compliments-and-complaints.html

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. If you accept a 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 campaign.**
- **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 b) took part in this campaign**

GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any prize(s).
- You may not attempt to do anything to change the outcome of the campaign in any way.
- 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.