



**RMB Private Bank Credit Card  
Balance Transfer Campaign Terms and Conditions**

Date these rules were first published: 1 April 2024

Date these rules were last changed: 1 April 2024

Read these campaign rules carefully. These campaign rules (“rules”) explain your rights and duties in connection with this promotion/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>	RMB Private Bank Credit Card Balance Transfer Campaign
<b>Promoter(s) Name(s):</b>	This Campaign is run by RMB Private Bank a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 having its principal place of business at No 5, Merchant Place, 9 Fredman Dr, Sandown, Sandton. In these rules reference to “promoter(s)” or “the promoter(s)” or “us” or “we” means FRB. Reference to “participants” means “you” and subject to the terms, conditions and the rules as set out below.
<b>The Campaign</b>	<p><b><u>About the campaign:</u></b> The campaign is open to selected RMBPB Credit Cardholders, this includes Aspire, Premier, Private Clients, Private Wealth and Signet Credit Cardholders who reside in South Africa and are over the age of 18 years.</p> <p><b><u>The Campaign deal is as follows:</u></b></p> <ol style="list-style-type: none"><li>1. A Balance Transfer is a transaction placed on the customers Credit Card Budget Facility and funds are then made available on the customers Credit Card Straight Facility.</li><li>2. Customers will receive a Budget facility repayment term with a fixed rate of 9.9% for the first 9 months thereafter the Balance Transfer transaction will revert to the customers contracted personalized interest rate.</li><li>3. The Minimum Balance Transfer Amount is R5000 with a minimum term of 18 Months.</li><li>4. The RMBPB Credit Card and Credit Card Facility Terms and Conditions are still applicable as it relates to the budget facility.</li><li>5. The balance transfer amount, determined by RMBPB Credit Card holders Credit Limit as well as available balance at the time of requesting the balance transfer.</li><li>6. The Balance Transfer Amount will be deducted from the cardholder’s available credit on the cardholder’s budget facility and will reflect on the cardholder’s monthly statement.</li><li>7. The agreed balance transfer amount will be paid into the RMBPB credit cardholder’s straight facility, and it is the credit cardholder’s responsibility to settle any balance owing on any other accounts.</li><li>8. Reflection on the credit cardholder’s monthly statement will be confirmation that the amount has been transferred.</li><li>9. The balance transfer amount cannot be revised once the balance transfer application has been processed.</li><li>10. Interest will be charged at the advertised rate per annum for the first nine (9) months from the date of transfer (“preferential interest rate”), where after interest will be charged at the contracted rate which may vary according to the cardholder’s personal interest.</li></ol>

**PRIVATE BANKING**

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11. The preferential interest rate will only apply to the transfer amount for the fixed period as stated in clause 9 provided the credit cardholder honors all repayments by the due date shown on the credit cardholder's statement.
12. RMBPB reserves the right to vary the preferential interest rate per campaign or at any time during a campaign with utilizing written notice to inform the credit cardholder of the change.
13. The credit cardholder is responsible for utilizing the balance transfer amount to repay that balance outstanding on the credit cardholder's account.
14. Customers will only be allowed one (1) Balance Transfer transaction at a time.
15. Customers that took up a Balance transfer offering and settled before the agreed term may not qualify for another balance transfer.
16. RMBPB does not guarantee the time period within which the transfer will be made and will not be held responsible for any finance charges that the credit cardholder may incur on any of the credit cardholder's accounts prior to the transfer from the credit cardholder's budget facility to the credit cardholder's straight facility.
17. RMBPB reserves the right to change any part of the balance transfer 'campaign' at any time with utilizing written notice to inform the credit cardholder of the change.
18. If the credit cardholder settles the balance transfer before completion of the initial nine months, the preferential interest rate would no longer be applicable.
  
19. By participating in this campaign, customers agree to be bound by the terms and conditions of this campaign.
20. If required as a result of changes in legislation or if deemed necessary for any other reason, RMBPB 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 FirstRand Bank Limited, their agents and/or promoters.
21. No correspondence will be entered into regarding either this Promotion 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 Promotion 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 Promotion 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 Promotion. The laws of the Republic of South Africa govern this Promotion. 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 Promotion.
22. 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 customers', first name, last name, email address, mobile number and in certain instances your image. If we use your image, you shall not be entitled to remuneration. Personal data, which customers provide when they enter the campaign, may, subject to prevailing law, be used for future marketing activity of the promoter(s), unless you notify us 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

	<p>information if required to do so by law or if it is required to protect our safety, rights or property, our members, customers, or the public.</p> <p>23. 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>Campaign starts:</b>	1 April 2024
<b>Campaign ends:</b>	30 June 2024
<b>Eligibility: Who qualifies to take part?</b>	<ul style="list-style-type: none"> <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>Where you are an existing RMBPB Credit Cardholder your account.</li> <li>Your account is and remains in good standing. This means that none of your RMBPB 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 RMBPB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and RMBPB 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 and accepting 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>	<ul style="list-style-type: none"> <li>People who do not meet the eligibility criteria above.</li> <li>The following products are excluded from this campaign: FNB / RMB Business, Debit and Fusion products/cardholders. (Please note this is not an exhaustive list)</li> </ul>
<b>Data Usage and Privacy Policy</b>	<p>By participating in this campaign, you understand and agree that the Promoters of this campaign may collect and use your information that you provide, in order to offer the Campaign to You. This personal information may include a participant's first name, last name, email address and mobile number. 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 RMBPB, our members, consumers or the public.</p>
<b>General</b>	<p>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. 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. If</p>

	<p>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 participants 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. 5 The promoter reserves the right to cancel or amend the promotion 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 promoter's control. Any changes to the promotion will be notified to entrants as soon as possible by the promoter. 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. Participants may be invited to participate in Public Relations activities and other marketing initiatives as organised by RMB for the purpose of this competition. Winners of the competition might be asked to participate in social media advertising, including but not limited to Twitter, Instagram and Facebook by means of high-quality photos that will be displayed on RMB's social media pages as well as in RMB Branches. Please note that participation shall not entitle you to remuneration. Participants and winners reserve the right to refuse such participation. If you consent, you agree that you will not be entitled to any remuneration for the use of your image. 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>	<ul style="list-style-type: none"> <li>• These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules.</li> </ul> <p>We reserve the right to extend the Campaign by amending these campaign rules. Notice of this change will be posted in these rules. • Rules can be found on RMB's Private Bank website:  <a href="https://www.rmbprivatebank.com/legal/promotionsTsAndCs">https://www.rmbprivatebank.com/legal/promotionsTsAndCs</a></p>
<b>Queries about these rules</b>	<p>Queries to be referred to FNB Credit Card at <a href="mailto:creditcardpromotions@fnb.co.za">creditcardpromotions@fnb.co.za</a></p>

**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 or used the prize. If you enter yourself, or 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 campaign or used the prize.
- 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 (b) took part in this campaign or (c) and such person used a prize.

## **GENERAL RULES**

- If the promoter(s) are not able to get hold of you within seven days after your reply has been made, and after making reasonable efforts to do so, you will lose the offer.
- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any benefit.
- 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 promoters' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the promoters.
- 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 about this campaign and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the campaign. 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 Credit Card Legal Services, 2 First Place, Bank City, Simmonds Street, 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.