



## RMB Private Bank COMPETITION RULES TERMS AND CONDITIONS

**Savings and Cash Investments Competition: Win R100 000 to be paid into a Cash Investment account of your choice or an Islamic Fixed Term Product**

**Open a 12 month or longer Fixed Deposit Account and fund it with R100 000 or more, every additional R100 000 gets an additional entry into the competition**

**Date these rules were first published: 22 September 2022**

Read these competition rules, terms and conditions carefully. These competition rules, terms and conditions (“Rules”) explain Your rights and duties in connection with this competition. If You take part in this competition and/or accept any benefits, these Rules will apply to You and You agree that the Promoters, FNB and/or the Bank can assume that You have read and agreed to competition Rules.

### **BANK:**

Means FirstRand Bank Limited Reg. No: 1929/001225/06 (“Bank”)

### **RMBPB:**

Means RMB Private Bank, a division of FirstRand Bank Limited Reg. No: 1929/001225/06 an authorised financial services and credit provider.

### **COMPETITION NAME:**

This Competition shall be known as the “Win R100 000 for your Fixed Deposit” competition and is aimed at creating a terming investment culture amongst Retail clients.

### **PROMOTER(S) NAME(S):**

This competition is run by Cash Investments a Business Unit of First National Bank, a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 (“FNB”).

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”.

### **IMPORTANT DATES AND TIMES**

#### **COMPETITION START DATE:**

The competition will start on Saturday 1 October 2022

#### **COMPETITION END DATE:**

The Competition will end on Saturday 31 December 2022.

#### **DURATION AND AVAILABILITY:**

1. The competition will run for a period of 3 months.
2. The Promoter reserves the right to change the Rules of the competition throughout the duration of the competition and/or extend the competition by amending these Rules. 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.
3. The extension or cancellation of the competition and/or awarding of additional prizes is at the sole discretion of the Promoter. If this happens you agree to waive (give up) any rights that you may have about this competition / competition and agree that you will have no rights against the promoter(s).

### **PRIVATE BANKING**

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9 Fredman Drive Sandton 2146 Website rmbprivatebank.com  
Sandton 2196 South Africa



### **ELIGIBILITY: WHO QUALIFIES TO TAKE PART?**

1. The competition is open to all South African citizens, who live in the Republic of South Africa and are over the age of 18 (Eighteen), who open and fund a new FNB Fixed Deposit account for 12 months or longer with R100 000 (One Hundred Thousand Rand) or more, from the Competition Start Date until the Competition Close Date. Every R100 000 gets an additional entry into the draw.
2. The following FNB Fixed Deposit accounts are included in the competition:
  - Non-Standard Fixed Deposit
  - Standard Fixed Deposit
  - Islamic Non-Standard Fixed Term Deposit
  - Islamic Standard Fixed Term Deposit
3. Product minimum opening balance deposits, rules, terms and conditions apply.

### **IS THERE A LIMIT ON THE NUMBER OF TIMES YOU CAN ENTER?**

1. For every R100 000.00 (One Hundred Thousand Rand) you will get an entry into the competition

### **WHAT IS THE PRIZE?**

1. The prize is a once-off cash prize of R100 000.00 (One Hundred Thousand Rand) to one winner.
2. The cash prize will be paid into the winner's new or existing RMB Private Bank Account or FNB account of choice.
3. The winnings may not be given to someone else and cannot be swapped for a different prize.

### **HOW WILL THE WINNERS BE CHOSEN?**

1. One winner will be chosen through a random draw, using an electronically generated draw process overseen by Risk and Compliance. The drawn winner will be vetted against the entry criteria.
2. The final draw will take place by 31 January 2023.

3. The Promoter will notify the winner within fifteen business days after the final draw. The winner will be contacted on the cellphone number and/or email address linked to their profile on the draw date. Should we be unable to contact a winner after three attempts within two weeks after the draw, that winner will be disqualified from the competition and the prize will be forfeited by that winner. A replacement winner will be randomly drawn from the remaining qualifying participants in the draw using the same process used in the original draw. It is your responsibility to ensure that your contact information is always correct and up to date.
4. The judges' decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
5. The winner's name and company information may be used by RMB Private Bank in social media promotions restricted to this competition. The winner retains the right to refuse to be mentioned in RMB Private Bank social media.

### **WHICH OTHER TERMS AND CONDITIONS APPLY TO THE COMPETITION?**

The winnings are subject to:

- The terms and conditions of the Product opened being met
- FNB General Terms and Conditions.
- FNB Islamic Cash Investments & General Terms & Conditions
- FNB Savings and Cash Investments General Terms & Conditions

These terms and conditions can be found on [rmbprivatebank.com](http://rmbprivatebank.com).

### **QUESTIONS ABOUT THESE RULES**

Email us at: [invest@fnb.co.za](mailto:invest@fnb.co.za)

### **MARKETING OPT OUT**

If you no longer want to receive marketing through our digital channels, please contact us on 087 575 9408.



## **GENERAL RULES**

1. If You fail to comply with any part of these Rules as well as the terms and conditions of the relevant savings/investment product You will be disqualified, and You will forfeit any benefits(s).
2. 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.
3. While the Promoter and/or the Bank 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 and/or the Bank 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 the Rules no longer apply to You.
4. Where any dates or times need to be calculated in terms of these Rules, the international standard time: GMT plus two hours will be used.

## **TAX IMPLICATIONS**

1. You are responsible for the tax associated with using or accepting any prize.
2. We strongly recommend that You obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any benefits/s, awards and eBucks rewards obtained in respect of this competition.
3. You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any benefits/s, awards and eBucks rewards due to You for participating in this competition.

## **INDEMNITIES AND LIMITATIONS OF LIABILITY**

1. You agree to indemnify the Promoter and/or the Bank fully for any loss or damage the Promoter and/or the Bank may suffer because You breached the Rules. This means You agree to reimburse the Promoter and/or the Bank for the following: any loss or damage they suffer, any expenses and costs they paid or are responsible for.
2. You also agree to indemnify the Promoter and/or the Bank for any loss or damage You suffered because You took part in this campaign or used the benefits. If You enter Yourself, or use or accept the benefits, you understand that You do so of Your own free will. This means that You cannot hold the Promoter and/or the Bank legally responsible for any loss or damage or legal expenses You suffered because You took part in this campaign or used the benefits.
3. You will protect the Promoter 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 Rules b) took part in this campaign or c) and such person used benefits.
4. You agree that You will not hold the Promoter or the Bank liable and You hereby fully indemnify the Promoter and/or the Bank, and hold the Promoter and/or the Bank completely harmless, against all damages, claims and fines made against You, the Promoter, and/or the Bank, including all legal costs, 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 benefits/s, awards and eBucks rewards or the charges in respect thereof.

## **NOTICES**

You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.

## **GOVERNING LAW**

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.