



## RMB PRIVATE BANK GENERAL TERMS AND CONDITIONS

### Applicable to the Fusion/Current Account offer.

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Please read this document carefully as it records the terms and conditions attached to the RMB Private Bank Fusion or Current Account ("Account") offer that you have taken with First National Bank a division of FirstRand Bank Limited ("RMB Private Bank"). If you take part in this Campaign these terms and conditions will apply to you, and you agree that RMB Private Bank can assume that you have read and agreed to be legally bound by these terms and conditions.

#### Customers on the RMB Private Bank Switch Campaign will be offered one of the following offers:

1. WesBank or DirectAxis instalment reward
2. Monthly Account Fee reversals for 2 years (Note: This is the default offer should we not receive your SMS response)
3. FNB eBucks offer

Part A – Deal		
CATEGORY	DESCRIPTION	OFFER
1. Contextual offers	<b>WesBank</b> Instalment reward	<p>1.1 A monthly reward calculated on the overall monthly WesBank instalment amount shall be paid into the customer's RMB Private Bank transactional account during a period of 12 consecutive months subject to the customer meeting the minimum criteria requirements set out in Part B. This reward will be limited to the maximum amounts, as set out below:</p> <p>1.2 The monthly reward will be calculated on 15% of the current total monthly instalment, however, will be limited to the following amounts, dependent on the Account opened:</p> <p>1.2.1 Monthly rewards set out above will be capped to a total amount of R8000.00 in respect of an RMB Private Bank Account over a 12-month period.</p> <p>This means that the applicable reward will be paid each month, subject to clause 1.2.2 below, until the maximum amount is reached or upon the expiration of the 12-month period.</p>

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		<p>1.2.2 R2666.66 maximum reward per month will be paid to a customer in respect to opening and maintaining an RMB Private Bank Account and subject to meeting the qualifying criteria in Part B.</p> <p>1.3 The reward amount to be paid to a customer shall exclude the credit life insurance premium.</p> <p>1.4 This offer is conditional on having an active WesBank account at the time that this offer is chosen.</p> <p>1.5 The monthly reward is limited to one instalment sale agreement per customer held with WesBank. If the customer has more than one instalment sale agreement, the reward will only apply to the latest instalment sale agreement entered into with WesBank at the time the Account is opened.</p>
	<p><b>DirectAxis</b> personal loan instalment reward</p>	<p>1.6 A customer will receive his/her monthly DirectAxis personal loan instalment back, which will be paid into the customer's RMB Private Bank Transactional Account over a period of <b>3 consecutive months</b> subject to the customer meeting the minimum criteria requirements set out in Part B.</p> <p>1.7 This reward will be limited to the maximum amounts, as set out below:</p> <p>1.7.1 Up to R2666.66 per month will be paid to a customer in respect of his/her DirectAxis personal loan installment and as a reward for opening and maintaining an RMB Private Bank Account ("<b>Premium Account</b>"), subject to meeting the qualifying criteria in part B. The monthly rewards set out above will be capped to a total amount of R 8 000.00 for the 3 (three) month period.</p> <p>1.8 The reward amount to be paid to a customer shall exclude the credit life insurance premium.</p> <p>1.9 The monthly reward is limited to one loan agreement per customer held with DirectAxis. If the customer has more than one loan agreement, the reward will only apply to the latest loan agreement entered into with DirectAxis at the time the Account is opened.</p>
<p>2. Monthly account fee reversals</p>	<p>Rebate of monthly account fee</p>	<p>2.1 RMB Private Bank will reverse the monthly RMB Private Bank Transactional Account fee for 24 months subject to the customer meeting the monthly minimum criteria requirements as set out in Part B.</p>



<p>3. Generic offers known as the "FNB eBucks offer"</p>	<p><b>RMB Private Bank ) Account</b> eBucks allocation to use at the eBucks shop or at any eBucks "spend" partner</p>	<p>3.1 The following applies to the account the customer holds with RMB Private Bank.</p> <p>3.1.1 eBucks to the value of *R8 000.00 to be allocated to a customer if an RMB Private Bank Account is opened.</p> <p>The customer must be eligible to earn and be a member of the eBucks rewards program as set out on the eBucks website at <a href="http://www.ebucks.com">www.ebucks.com</a>. Any member of the eBucks rewards program agrees and understands to be bound to the eBucks Rewards Program terms and conditions.</p>
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\*Please note that these values apply from 1 March 2022. Prior to this date, the applicable eBucks value of R5500 would apply.

\*Also available for Islamic Banking Customers. Islamic T's and C's apply.

## Part B Special Terms and Conditions

All offers set out in Part A above are subject to the customer ensuring that the Account he/she has opened is maintained in accordance with his/her agreement entered with RMB Private Bank at the time of opening the Account.

Minimum criteria requirements to be met by a customer upon choosing an offer set out in Part A:

### 1. Main Banked criteria

For the customer to receive the selected reward and benefit from a selected offer, the customer must meet the below Main Banked Criteria during the same calendar month and within 4 calendar months from the date of opening the RMB Private Bank Account:

Meet the Main Banked rules as set out on the RMB Private Bank website.

For the Full RMB Private Bank Main Banked Rules:

Go to the RMB Private Bank Website → Go to "About RMB Private Bank +Legal" tab → Click on "Product Terms and Conditions → "RMB Private Bank Main Banked Rules"

Only the following Accounts qualify for the Offers included in these Terms and Conditions:

<p><b>Current Account</b></p>
<p>RMB Private Bank Account or RMB Private Bank Fusion Account or RMB Private Bank Single Facility</p>

## 2. General

### 2.1. Offer Selection:



- 2.1.1. The customer must choose an offer via a SMS / APP notification. The customer must choose an offer within the time period set out in the notification. If no response is received from the customer within the time period provided, the default offer of “monthly Account fee reversals” will be applied.
- 2.1.2. A customer may only select one offer set out in Part A which will be final, and a customer may not amend or swop his/her chosen or defaulted offer once he/she has selected an offer or the default offer has been applied.
- 2.1.3. In the event that a customer declines an offer he/she will forfeit any offers available to him/her in respect to this Campaign.

**2.2. RMB Private Bank reserves the right to immediately revoke any offer provided to a customer in the event:**

- 2.2.1. the customer’s RMB Private Bank Account or any other FirstRand Bank account or product held by the customer is no longer in good standing\*;
- 2.2.2. the customer requests closure or abandons the RMB Private Bank Account before the expiration of the specific period for the selected offer; or
- 2.2.3. the customer fails to meet any of the Main Banked Criteria and/or Campaign Specific Criteria during any month during the specific period of the selected offer. Failure to meet any minimum criteria requirement(s) shall be considered a breach by the customer of these terms and conditions. In the event that RMB Private Bank does not revoke the offer, the customer may continue to achieve the Main Banked and Campaign Criteria in the subsequent months of his/her selected offer period in order to benefit from the selected offer. **Note** that no backdating of offers will occur for any months for which the Main Banked and/or Campaign Specific Criteria was not met.

**2.3. The WesBank and DirectAxis offer:**

- 2.3.1. The customer acknowledges and understands that he/she remains liable for his/her WesBank or DirectAxis monthly instalment, notwithstanding that he/she has chosen the Contextual offer. The customer will be rewarded in accordance with such offer upon meeting the Main Banked and Campaign Specific Criteria.
- 2.3.2. A customer acknowledges and understands that upon choosing a Contextual offer, the customer must maintain their Wesbank or DirectAxis account to continue receiving the offer. In the event that a customer has reached his/her maximum reward amount before the expiration of the 3- or 12-month period, respectively, and he/she subsequently closes or abandons his/her RMB Private Bank Account, he/she will remain liable to RMB Private Bank for the portion which was paid to a customer as a reward.

Provided the customer achieves the Main Bank Criteria within a 4-calendar month period from date of opening the RMB Private Bank Account, any amounts paid as a reward for the chosen Contextual offer will be limited to either the 3- or 12-month period from the date that a customer achieves the Main Banked and Campaign Specific Criteria and is rewarded in the subsequent month. In the event that a customer is not



rewarded for a particular month for the Contextual offer chosen for failure to comply with any term contained in these terms and conditions, the respective periods of each offer will not be extended by the month(s) which the customer did not receive the reward.

#### **2.4. Monthly account fee reversals:**

- 2.4.1. The customer acknowledges and understands that he/she remains liable for the monthly account fee for the respective Account opened, notwithstanding that he/she has chosen the monthly account fee reversal offer. The monthly account fee shall be rebated to the customer upon meeting the monthly Main Banked and Campaign Specific Criteria during the 24-month period. If the customer does not qualify to receive the rebate of the monthly account fee and fails to make payment thereof, such failure to make payment will be considered an act of default by the customer.
- 2.4.2. In the instance of the Contextual offer and No monthly account fee offer and provided the above terms and conditions are met and the Main Banked and Campaign Specific Criteria has been achieved within the 4 calendar months from the time the customer opens his/her RMB Private Bank Account, the applicable reward or rebate will be processed for allocation to the customer's RMB Private Bank Account on the 20th of the following month and will continue to be allocated on the 20th of each subsequent month subject to the minimum monthly criteria requirements being maintained. Note, notwithstanding the above, the rebate of the monthly account fee reversals may not always reflect on the 20th of the month. A customer may only receive a rebate for the monthly account fee if the customer has been charged the monthly account fee in the same month that the Main Banked and Campaign Specific Criteria was met.
- 2.4.3. These terms and conditions must be read with the terms and conditions applicable to the RMB Private Bank Account which is opened. Should there be a conflict between these terms and conditions and the terms and conditions for the RMB Private Bank Account, these terms and conditions will prevail.

#### **2.5. FNB eBucks offer:**

- 2.5.1. Provided the customer achieves the Main Banked and Campaign Specific Criteria within a 4-calendar month period from date of opening the RMB Private Bank Account, the full value of eBucks will be allocated to the customer on the 20th of the next month of meeting the Main Bank Criteria.

\*Good standing means that none of your RMB Private Bank, 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 RMB Private Bank, WesBank or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and RMB Private Bank, 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.



### IMPORTANT

- You agree to indemnify RMB Private Bank 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 RMB Private Bank 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 RMB Private Bank for any loss or damage you or a third party may have suffered during the take up of the chosen offer 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 years old to participate in the Campaign.
- No FNB or RMB Private Bank employee or employees of FirstRand Bank Limited may take part in this Campaign even if they qualify to take part.
- In the event that RMB Private Bank finds that a person, after RMB Private Bank's mandatory due diligence, may not open an Account or if a person is found not to meet the minimum qualifying criteria to qualify to open an Account, such person will not be eligible to participate in the Campaign.
- In order to receive the offer, the customer's RMB Private Bank Account or any other FirstRand Bank account or product held by the customer must be in good standing and the customer must not be under debt counselling.
- Customers that hold an existing FNB transactional account and/or have previously held an FNB transactional account which was closed in the past 6 months are not eligible for this offer.
- Customers that have any hard holds on their account/s will not be able to receive the offer and therefore will not be eligible and forfeit the chosen offer in the month(s) that the hard hold is in place.
- The offer(s) cannot be swapped for different offer(s).
- Any marketing collateral received by customers in respect to the Campaign setting out the offers available will be deemed to have expired 3 (three) months from receipt thereof or as per the expiry date set out in the marketing collateral.
- 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 FNB or RMB Private Bank, 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.
- RMB Private Bank has the right to end the offer(s) at any time. If this happens you agree to waive (give up) any rights that you may have with regards to this offer and agree that you will have no rights against RMB Private Bank).
- RMB Private Bank reserves the right to change the terms and conditions of the Campaign. RMB Private Bank can change the terms and conditions of the Campaign throughout its duration. 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 RMB Private Bank may allow you extra time to comply with your obligations or decide not to exercise some or all RMB Private Bank's rights, or waive certain requirements, RMB Private Bank 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 offer(s) 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 participate.

### **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 RMB Private Bank 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 RMB Private Bank, our members, customers or the public. Please refer to our website and/or your RMB Private Bank 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 offers and eBucks rewards 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 offers and eBucks rewards due to you for participating in this Campaign.
3. You agree that you will not hold us, RMB Private Bank 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 offers and eBucks rewards or the charges in respect thereof.