

**RMB Private Bank Credit Card
KODOO.co.za Campaign Terms and Conditions**



Date these rules were first published: 26 October 2020

Date these rules were last changed: 31 March 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.

Campaign Name:	RMB Credit Card KODOO.co.za Campaign
Promoter(s) Name(s):	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.
The Campaign	<p><u>About the campaign:</u> The campaign is open to selected FNB Visa Credit Cardholders, this includes Aspire, Premier, Private Clients, Private Wealth, RMB Private Bank and Signet Credit Cardholders who reside in South Africa and are over the age of 18 years.</p> <p><u>The Campaign deal is as follows:</u></p> <ol style="list-style-type: none"> 1. In order to qualify, a customer must spend a minimum of R 5000.00 limited to a maximum of R 20 000.00 on either their FNB or RMB Private Bank Credit Card at KODOO.co.za when purchasing any PlayStation product/s ("product(s)"). 2. The Credit Card promotional campaign entails the following: <ol style="list-style-type: none"> 2.1 When a customer purchases any PlayStation products from KODOO.co.za, using their FNB/RMB Credit Card they will qualify to transfer their purchase to a budget facility where the interest rate charged on the budget facility will be fixed at the current prime* rate or prime +2% at time of the purchase subject to the terms and conditions below. 2.2 The prime or prime + 2% rate charged to the budget facility at the time of the purchase will remain fixed during the customer’s chosen budget term and will not be amended or affected by any prime rate amendments. 2.3 Customers can choose a budget term of 12 or 24 months. 2.4 At the time of the purchase, customers must purchase the product(s) on their straight facility. The amount of the purchase price will reduce the customer’s available credit card limit.

PRIVATE BANKING

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

- 2.5 After the purchase is made, FNB will transfer the purchase price amount and the utilised portion of the credit card limit to make the purchase, to the budget facility. The transfer from a straight facility to a budget facility may take from 3 (three) to 5 (five) business days, during which time customers will be charged their normal personalised interest rate on their straight facility for such purchase.
- 2.6 Customers will not be refunded for the difference between their personalised interest rate charged and the promotional interest rate (prime rate) during the period that the purchase had not yet been transferred from a customer's straight facility to the budget facility.
- 2.7 As a customer pays down their budget facility on a monthly basis, the available funds in the budget facility may be transferred by FNB back to the straight facility and will form part of the customer's straight facility limit.
- 2.8 Customers may prepay and settle the utilised budget facility. In order to settle the budget facility before
- 2.9 There are no early payment fees or penalties charged when settling a budget facility before expiration of the budget term.

3. Terms and Conditions for the Credit Card promotional campaign:

- 3.1 To qualify for the Credit Card promotional campaign a customer must:
 - 3.1.1 Be resident in the Republic of South Africa.
 - 3.1.2 Be 18 years or older.
 - 3.1.3 Purchase a product from the KOODOO.co.za online store in South Africa using their qualifying FNB/RMB Credit Card and making the purchase using their straight facility during the period between 21 October 2020 to 31 March 2025.
 - 3.1.4 Select "Buy on FNB" when making the purchase and elect the budget term.
 - 3.1.5 Have an available credit limit to make payment of the full purchase price of the product(s). Only amounts used from the available credit limit to make the purchase will qualify to be moved to the budget facility at the promotional interest rate of prime or prime + 2%. Any funds which have been transferred from the customer's current account to his/her credit card will not form part of the budget facility promotional interest rate.
- 3.2 A customer must repay the budget facility within the selected budget repayment term.

4. In the event that a customer fails to meet their monthly repayment during the budget term, the promotional interest rate of prime or prime +2% will no longer apply and the customer's personalised interest rate will be re-instated.

	<p>5. The monthly instalments will be amended accordingly based on the revised interest rate.</p> <p>6. All product related queries must be referred to KOODOO.co.za</p> <p>7. All transaction queries to be referred to FNB Credit Card by calling the contact number on the reverse side of a customer's FNB/RMB Credit Card or via SecureChat on the FNB / RMB App.</p> <p>8. Any returns, exchanges or refunds in respect of the purchased product(s) are subject to KOODOO's terms and conditions.</p> <p>9. Any refund made to the customer's credit card by KOODOO will not automatically settle the budget facility as far as it relates to the purchased product(s) and a customer will remain liable for the purchase price, interest and fees until the amount owing has been settled in full.</p> <p>10. In order to take part in this campaign or any chosen promotion a customer's account must be and remain 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.</p> <p>11. By participating and taking up the promotion(s) in this campaign, customers agree to be bound by the terms and conditions of this campaign.</p> <p>*In addition to the above criteria should you meet the qualifying criteria as stipulated on the FNB Main Banked Rules available on the FNB website you will benefit from a promotional interest rate of prime on your qualifying purchase.</p>
Campaign starts:	26 October 2020
Campaign ends:	31 March 2025 at 11:59:59 pm.
Eligibility: Who qualifies to take part?	<ul style="list-style-type: none"> • You are a natural person over the age of 18; • You are in possession of your valid South African ID book or valid passport for identification purposes. • Where you are an existing RMBPB Credit Cardholder your account.



	<ul style="list-style-type: none"> 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 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.
Who cannot take part?	<ul style="list-style-type: none"> People who do not meet the eligibility criteria above. The following products are excluded from this campaign: FNB / RMB Business, Debit and Fusion products/cardholders. (Please note this is not an exhaustive list)
Data Usage and Privacy Policy	<p>By participating in this campaign, you understand and agree that the Promotors 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>
General	<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 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-</p>

	<p>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>
Rule Amendments	<ul style="list-style-type: none"> • These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules. <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: https://www.rmbprivatebank.com/legal/promotionsTsAndCs</p>
Queries about these rules	<p>Queries to be referred to FNB Credit Card at creditcardpromotions@fnb.co.za</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.