



## FNB Start the Year off Right client campaign 2025 Rules, Terms and Conditions (“Rules”)

Date these Rules were first published: 11 November 2024

Date these Rules were last changed: 11 November 2024

Please read these campaign Rules carefully as they explain rights and duties applicable to all participants. Participants hereby agree that the Promoters, FNB and/or the Bank can assume that each participant has read and agrees to these Rules which can be accessed on [www.fnb.co.za](http://www.fnb.co.za).

<b>START THE YEAR OFF RIGHT – STAND A CHANCE TO BE ONE OF FOUR WINNERS OF R50 000 EACH</b>	
<b>DEFINITIONS</b>	
<b>Bank</b>	means FirstRand Bank Limited Reg. No: 1929/001225/06
<b>Campaign</b>	means the “ <i>FNB Start the Year off right</i> ”, which aims to create an investment culture amongst clients of the Promoter.
<b>FNB</b>	means First National Bank, a division of FirstRand Bank Limited Reg. No: 1929/001225/06 an authorised financial services and credit provider
<b>Promoter / us / we</b>	means FNB which is running this promotional offer.
<b>You</b>	means each participant and/or winner
<b>Start Date</b>	
	means Wednesday, 15 January 2025 at 00h01.
<b>Closing Date</b>	
	means 00h00 on Monday, 31 March 2025. The Promoter reserves the right to extend the Closing Date by amending these Rules via notice on its website.
<b>IMPORTANT INFORMATION</b>	
<b>Eligibility: Who qualifies to participate?</b>	The only way to qualify for each single entry into the lucky draw is: to open and fund a savings or investment product(s) with FNB Wealth and Investments or FNB/RMB Cash Investments with a minimum of R300.00 (Three Hundred Rands Only) between the Start Date and Closing Date.
<b>Who may not participate?</b>	The following individuals may not participate, in the Campaign, and will forfeit any benefits regardless of whether they meet the eligibility requirements above: <ul style="list-style-type: none"> <li>a. any employee of the Promoter.</li> <li>b. any director, member, partner, agent, or consultant of the Promoter.</li> <li>c. any person who directly or indirectly controls the Promoter either directly or indirectly.</li> <li>d. any third-party supplier of goods and/or services in Relation to this Campaign; and</li> <li>e. any spouse, life partner, sibling(s), child(ren), or parent(s) of any person who falls within the categories of a, b, c, or d, above.</li> </ul>



<p><b>Rules:</b></p>	<ol style="list-style-type: none"> <li>1. The Campaign is not open to participation by minors.</li> <li>2. You must be a South African resident as at the Closing Date.</li> <li>3. Minimum opening balance deposits, rules, terms and conditions for new or existing savings or investment products apply as per the Invest pricing guide which can be accessed on <a href="http://www.fnb.co.za">www.fnb.co.za</a> under Rates + Pricing.</li> <li>4. Funds deposited into FNB Wealth and Investments products must be invested in the market and cannot remain as a cash portion of the investment.</li> <li>5. This will be a “<i>random draw</i>”, whereby four participants will be randomly selected as winners, of R50 000.00 (Fifty Thousand Rands Only) each.</li> <li>6. The Promoter will fund each winner’s account within two weeks of the draw. Any delays will be communicated to the winners.</li> </ol>
<p><b>Is there a limit on the number of entries You can make?</b></p>	<ol style="list-style-type: none"> <li>1. An unlimited number of entries per participant is permitted.</li> </ol>
<p><b>How will the winners be chosen?</b></p>	<ol style="list-style-type: none"> <li>1. Winners will be chosen randomly using an electronically generated draw process overseen by the Promoter’s Risk and Compliance team.</li> <li>2. The random draw will take place by Friday 18 April 2025, unless the Promoter extends the Campaign period by notice as explained above.</li> <li>3. The Promoter will notify each winner within two business days (excluding weekends and public holiday) after the draw. Each winner will be contacted on the mobile number and/or email address linked to their account profile as at the draw date. If, after two weeks of the draw, the Promoter is unable to contact any winner(s) after at least three attempts, such winner(s) will be disqualified from the Campaign with the respective winner(s) forfeiting their winnings. A replacement winner or replacement winners will then be randomly drawn from the remaining participants using the same process as the original draw. It is the responsibility of participants to ensure that their contact information profile with the Promoter is always correct and up to date.</li> <li>4. Winners are required to confirm acceptance of their respective winnings for the Promoter to fund their account accordingly.</li> <li>5. If any winner(s) reject their winnings, the same process as for any winner(s) that cannot be reached successfully will apply.</li> </ol>



<p><b>Data Privacy</b></p>	<p>Participants understand and agree that, to offer the Campaign, the Promoter may collect and use certain limited personal information of Participants. Such limited personal information may include Participants', full names, email address, mobile number and in specific instances, transactional activity. The Promoter undertakes to treat Participants' personal information in confidence and will not sell, share (unless required in terms of the Campaign or applicable law) or rent such personal information to any third party. The Promoter may disclose Participants' personal information if required to do so (i) by applicable law or i (ii) to protect the safety, rights or property of the Promoter, its members, customers, or the public. The Promoter may process Participants' personal information, provided for purposes of this Campaign, for future marketing activity, unless any Participant(s) notify the Promoter that they wish to opt out of receiving any such marketing communication(s).</p>
<p><b>Questions about the Rules</b></p>	<p>Email us at: IPP@fnb.co.za or Call us on: 087 320 4321 Standard network rates apply.</p>

**ADDITIONAL RULES**

1. Each Participant agrees to indemnify the Promoter and/or the Bank fully for any loss or damage that the Promoter and/or the Bank may incur because of such Participant breaching any Rule(s). This means that each Participant agrees to reimburse and/or compensate the Promoter and/or the Bank for, but not limited to, the following: any direct or indirect loss and/or damage, proven expenses and/or costs, including legal costs.
2. Each Participant also agrees to indemnify the Promoter and/or the Bank for any direct or indirect loss or damage that any Participant incurs because of such Participant participating in the Campaign and/or such Participant's use of winnings. Each Participant that enters, and/or accepts and/or uses the winnings, understand that they do so of their own free will. This means that any Participant(s) cannot hold the Promoter and/or the Bank legally responsible for any loss and/or damage and/or expenses incurred because due to such Participant's participation in the Campaign and/or use of any winnings.
3. Each Participant undertakes to indemnify the Promoter against any loss and/or damage and/or expenses of any third-party claimant if such loss and/or damage and/or expense was incurred due to such Participant's: (a) breach of the Rules; (b) participation in this Campaign; or (c) use of winnings.
4. If a Participant fails to comply with (a) any Rule or part thereof; or (b) the terms and conditions of the relevant savings or investment product, such Participant will be disqualified from the Campaign, and will forfeit any winnings.
5. Campaign winnings may not be sold, transferred to a third party, or exchanged.
6. The Promoter and/or the Bank reserve the right to terminate the Campaign at any time, in its sole discretion. In the event of this unlikely occurrence, each Participant agrees to waive any claim or potential claim that such Participant may have against the Promoter and/or the Bank in relation to the Campaign.



7. The Promoter and/or the Bank reserves the right to amend the Rules of the Campaign at any time and in its sole discretion. For purposes of convenience only, the date on which the Rules were last amended will be endorsed on the revised Rules. It is the responsibility of Participants to check the Rules for amendments.
8. The provisions in the Rules are severable, with each independent of the others. Accordingly, if any provision in the Rules is found to be unlawful or unenforceable, such provision will be removed, and the remaining provisions will still apply.
9. While the Promoter and/or the Bank may (a) allow a Participant additional time to comply with any of such Participant's obligations or (b) decide not to exercise some or all of its rights, or (c) waive certain requirements, the Promoter and/or the Bank records that it can still insist on the strict enforcement of any or all of its rights at any later stage. Participants should not assume that relaxation of the Rules mean that such Rules have been changed or that such Rules are no longer applicable to any Participant(s).

#### **TAX IMPLICATIONS**

1. The Promoter strongly recommends that Participants obtain independent professional advice regarding any tax implications arising from participating in the Campaign, including receipt, transfer, spend of any benefits, awards and eBucks rewards obtained.
2. Each Participant hereby fully indemnifies and holds the Promoter and/or the Bank completely harmless against any and all losses, damages, claims, fines or expenses made in relation to taxation matters of such Participant.

#### **NOTICES**

Participants must send any formal and/or legal notices to FNB Legal, 3<sup>rd</sup> Floor, No 1 First Place, Bank City, Johannesburg, 2001.

#### **GOVERNING LAW**

Each Participant hereby understands and agrees that the Campaign and Rules will be governed by the laws and adjudicated by the High Courts of the Republic of South Africa irrespective of (a) where such Participant may live or work, or (b) where or how such Participant participated in the Campaign.