

## RMB Private Bank Fixed Deposits competition 2023 Campaign Rules, Terms and Conditions

**08 September 2023**

**Date these rules were first published: 29 September 2023**

**Date these rules were last changed: 07 September 2023**

Read these campaign rules, terms and conditions carefully. These campaign rules, terms and conditions (“**Rules**”) explain Your rights and duties in connection with this campaign. If You take part in this campaign and/or accept any benefits, these Rules will apply to You and You agree that the Promoters, RMB and/or the Bank can assume that You have read and agreed to campaign Rules which you may access on [fnb.co.za](http://fnb.co.za).

<b>RMB Private Bank Fixed Deposit competition</b>	
<b>Open a fixed deposit to the value of R100 000 or more for 12 months or longer and you could win R100 000</b>	
<b>Competition Name</b>	This campaign shall be known as the “Win R100 000 for your Fixed Deposit”, and it is aimed at creating a terming investment culture amongst the Promoters’ clients.
<b>DEFINITIONS</b>	
<b>Bank</b>	means FirstRand Bank Limited Reg. No: 1929/001225/06 (“ <b>Bank</b> ”)
<b>RMBPB</b>	means RMB Private Bank, a division of FirstRand Bank Limited Reg. No: 1929/001225/06 an authorised financial services and credit provider.
<b>The Promoter</b>	This promotional offer is run by FNB, a division of FirstRand Bank Limited, an authorised financial services and credit provider Reg. No. 1929/001225/06 (“ <b>FNB</b> ”). In these rules we refer to FNB as the Promoter, or “us” or “we”. We will refer to participants and winners as “you”.
<b>IMPORTANT DATES AND TIMES</b>	
<b>Campaign Start Date</b>	The campaign will start on Monday 1 October 2023 00:00
<b>Campaign Close Date</b>	The campaign will end on Monday, 31 December 2023 00:00. The Promoter reserves the right to extend the campaign by amending these campaign rules. Notice of this will be posted in an amended version of these Rules.
<b>IMPORTANT RULES</b>	
<b>Eligibility: Who qualifies to take part?</b>	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 RMBPB 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.
<b>Who may not take part?</b>	The following persons may not take part in this competition <i>even</i> if they meet the requirements above, they will forfeit (give up) any prizes awarded to them: <ul style="list-style-type: none"> <li>a. Any employee of the promoter(s).</li> <li>b. Any director, member, partner, agent of, or consultant of the promoter(s).</li> <li>c. Any other person who is directly or indirectly controls the promoter(s).</li> <li>d. Any supplier of goods and services in connection with this competition.</li> <li>e. The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, c, or d, above.</li> </ul>

<p><b>Qualifying Criteria, Terms and Conditions</b></p>	<ol style="list-style-type: none"> <li>1. The competition is not open to minors</li> <li>2. You must be a South African Resident</li> <li>3. To qualify for an entry into this campaign, open a fixed deposit to the value of R100 000 for 12 months or longer.</li> <li>4. Product minimum opening balance deposits, rules, terms and conditions apply. Please refer to the Invest pricing guide which can be found on <a href="http://www.fnb.co.za">www.fnb.co.za</a> under Rates + Pricing.</li> <li>5. This is a “random draw”, and 1 (one) winner will be randomly selected based on the eligibility and qualifying criteria, winning R100 000 (One Hundred Thousand Rands).</li> <li>6. The Promoter shall fund the randomly selected winners account with the winnings within two weeks of the draw. Any delays will be communicated to the winners;</li> <li>7. The winnings are subject to the terms and conditions of the Product opened.</li> </ol>
<p><b>Qualifying products</b></p>	<p><b>Qualifying Products</b></p> <ol style="list-style-type: none"> <li>8. The following RMBPB Fixed Deposit accounts are included in the competition: <ul style="list-style-type: none"> <li>• Non-Standard Fixed Deposit</li> <li>• Standard Fixed Deposit</li> <li>• Islamic Non-Standard Fixed Term Deposit</li> <li>• Islamic Standard Fixed Term Deposit</li> </ul> </li> </ol> <p>Product minimum opening balance deposits, rules, terms and conditions apply.</p>
<p><b>Is there a limit on the number of times one can enter?</b></p>	<p>There is no limit to the number of times one can enter. Multiple entries are allowed.</p>
<p><b>How will the winner(s) 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 Risk and Compliance.</li> <li>2. The final draw will take place in 14 working days from the competition end date.</li> <li>3. FNB will notify the winner within five business days after the final draw. The winner will be contacted on the cell phone 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.</li> <li>4. Contacted winners will need to confirm that they accept their winning for the promoter to pay out the winnings.</li> </ol>
<p><b>Data Privacy</b></p>	<ol style="list-style-type: none"> <li>1. Participants in the competition understand and agree that, to offer the Competition, we may collect and use personal information about participants. This personal information may include participants’ first name, last name, email address, mobile number and in certain instances your image. We will treat your personal information in total confidence and will not sell, share (unless required in terms of this Competition) 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 Promoter, our members, customers, or the public. The promoter(s) will only process a participant’s personal</li> </ol>

	<p>information which is required for purposes of this Competition. Personal information, which participants provide when they enter the competition, may, subject to prevailing law, be used for future marketing activity, unless you notify us that you wish to opt out of receiving such marketing communications.</p>
<b>Which T&amp;Cs apply?</b>	<p>The winnings are subject to:</p> <ul style="list-style-type: none"> <li>• The terms and conditions of the Product opened being met</li> <li>• FNB General Terms and Conditions.</li> <li>• FNB Islamic Cash Investments &amp; General Terms &amp; Conditions</li> <li>• FNB Savings and Cash Investments General Terms &amp; Conditions</li> </ul> <p>These terms and conditions can be found on <a href="http://www.fnb.co.za">www.fnb.co.za</a>.</p>
<b>Questions about these rules</b>	<p>Email us at: <a href="mailto:invest@fnb.co.za">invest@fnb.co.za</a></p> <p>Call us on 087 575 9408 (Standard network rates apply)</p>

## **GENERAL RULES**

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. 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).
5. The benefits may not be sold, given to someone else, swapped for a different prize.
6. The Promoter and/or the Bank 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 in relation to this campaign and agree that You will have no rights against the Promoter and/or the Bank.
7. The Promoter and/or the Bank reserve the right to change the Rules of the campaign. The Promoter and/or the Bank 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.
8. 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.
9. 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.

### **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 benefits/s, awards 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 benefits/s, awards and eBucks rewards due to You for participating in this campaign.

### **INDEMNITIES AND LIMITATIONS OF LIABILITY**

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, 3<sup>rd</sup> 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.