

## **RMB Private Bank Credit Card and iStore Campaign** **Terms and Conditions**

Date last amended: 19 March 2019

In these terms and conditions we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants as “you” or “the customer”.

1. Campaign start and end dates are 4<sup>th</sup> October 2017 to 31<sup>st</sup> March 2020.
2. The campaign is open to selected FNB Visa Credit Cardholders, this includes Gold, Premier, Private Clients and Private Wealth, RMB Private Bank and Signet Credit Cardholders who reside in South Africa, and are over the age of 18 years and spend a minimum of R3500 on their FNB/RMB Private Bank credit card. \*
3. The Campaign deal is as follows:
  - a. Customers will receive a Budget facility repayment term fixed at prime on selected Apple device purchases from iStore. Prime rate at the time of purchase will be fixed for the customers budget duration and will not be affected by further prime rate amendments;
  - b. iStore will allow the Customer to trade in their Apple device and receive up to 50% of the purchase value back at the end of the trade-in period. The trade in is dependent on and subject to iStore’s trade-in terms and conditions;
  - c. The full budget term is determined by the device, the trade in percentage and selected trade in term. Budget term/durations will be displayed on the product list for each device.
  - d. The product list containing the applicable Apple devices which can be purchased for the purposes of this campaign can be found in store at your nearest iStore.
  - e. Customers must purchase the selected devices on their straight facility. Once a purchase is made, FNB Credit Card will transfer the purchase and limit onto a budget facility with the promotional interest rate of prime. The customer will not be able to transfer the purchase from straight to budget. The transfer from straight to budget may take up to three (3) to five (5) working days, during which time customers will be charged their normal personalized interest rate. Customers will not be refunded for the difference between their personalised interest rate and the promotional interest rate for the period during which the transaction is moved from straight to budget;
  - f. As a customer pays off their monthly budget instalment and their budget facility becomes available. FNB Credit Card may move the available limit from budget to the customers’ straight facility;
  - g. The campaign is limited to two Apple devices per credit card account (includes all cardholders). Should more than two devices be purchased in a single transaction, the two most expensive devices will be placed on the promotional rate. The other devices will be placed on the customer’s personalized rate;
  - h. Accessories that form part of the purchases by customers are not included in the RMB Private Bank budget deal and are to be excluded / separated from the device purchase;
  - i. Customers may settle the RMB Private Bank Credit Card budget terms with the trade in amount received, however should the Customer not elect to trade in the device and settle the outstanding balance allocated to their budget facility at the end of the trade in period, the full repayment period for the budget portion allocated to the device will be applied.

- j. Customer is liable for the full budget term/duration, which is not to be misunderstood for the trade in term/duration.
  - k. There are no penalties associated with early settlement of the budget plan
  - l. All refunds on the products are subject to the merchants' terms and conditions
  - m. Refunds will not automatically settle the budget plan of the product that has been taken up
  - n. In order to settle the budget facility, customers must contact FNB Credit Card to effect the settlement with the funds received from and refund/trade in.
  - o. Customers will remain liable for the full purchase price, fees and interest irrespective if the purchase/s is subsequently returned to the iStore
4. To qualify for the campaign and to benefit from the prime interest rate on your iStore purchase, you need to:
- a. Purchase an applicable device from the product list at any iStore in South Africa on your RMB Private Bank Credit Card straight facility during the period of 04th October 2017 to 31 March 2020 (Also available on online platforms);
  - b. Should a transaction be swiped on budget incorrectly, FNB Credit Card will amend the transaction and place reliance on the Proof of Delivery document;
  - c. Customers must have a limit available to cover the total amount of the purchase price. Where credit card accounts have been prefunded, and used to purchase devices, only what was used in terms of the credit limit will qualify for the budget transfer and promotional interest rate.
  - d. The campaign is only available to customers who take up the trade-in option with iStore and sign the proof of delivery agreement. All purchases made without the trade-in option or signed proof of delivery agreement will not be transferred to budget and will not benefit from the promotional interest rate
  - e. Only accounts in good standing will qualify for the campaign. 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;
5. The campaign is further, only applicable to purchases made on your RMB Private Bank Credit Card facility which must be repaid within your selected budget repayment term.
6. Customers need to maintain a minimum monthly spend of R3 500, during the budget repayment term, on their qualifying FNB/RMB Credit Card, if the monthly spend is below R3 500, the promotional prime interest rate will be forfeited and Customer will revert to their personalized interest rate;
7. Should the customer default in any payments towards the purchase the campaign will no longer apply and the fixed interest rate will fall away and the customer's personalized interest rate will be re-instated, changing the monthly payment due.
8. If customer requires a copy of their Proof of Delivery, iStore must be contacted.
9. All device related queries must be referred to iStore.
10. All transaction queries to be referred to FNB Credit Card.
11. By participating in this campaign, customers agree to be bound by the terms and conditions of this campaign.
12. If required as a result of changes in legislation or if deemed necessary for any other reason, FNB reserves the right to terminate this campaign immediately. In the event of such termination, all customers

agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against FirstRand Bank Limited, Visa, their agents and/or promoters.

13. No correspondence will be entered into regarding either this Promotion or these Rules. 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 Promotion 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. Customers in this Promotion agree that we will, subject to prevailing law, have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a prize, or from participation in this Promotion. The laws of the Republic of South Africa govern this Promotion. 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 Promotion.
14. Customers who participate in the campaign understand and agree that, in order to offer the campaign, we may collect and use personal information about customers. This personal information may include customers', first name, last name, email address, mobile number and in certain instances your image. If we use your image, you shall not be entitled to remuneration. Personal data, which customers provide when they enter the campaign, may, subject to prevailing law, be used for future marketing activity of the promoter(s), unless you notify us 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 our safety, rights or property, our members, customers or the public.
15. 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.
16. The campaign fixed rate is at prime at the time of the offer and acceptance.

## GENERAL RULES

1. Unless we say otherwise you must be at least 18 years or older to enter.
2. You may not attempt to do anything to change the outcome of the promotion in any way.
3. The promoter(s) have the right to end this promotion at any time. If this happens you agree to waive (give up) any rights that you may have about this promotion and agree that you will have no rights against the promoter(s).
4. The promoter(s) reserve the right to change the rules of the promotion. The promoter(s) can change the rules of the promotion throughout the duration of the promotion. 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.
5. 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.
6. 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.
7. 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.
8. This promotion 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.



Traditional values. Innovative ideas.

\*All credit cardholders not mentioned above are excluded for the purposes of this Credit Card campaign, such as FNB Fusion Cardholders and Business Cardholders (please note this is not an exhaustive list)