



Traditional values. Innovative ideas.

**RMB Credit Card Medical
Campaign Terms and Conditions**

Date these rules were first published: 10 October 2018

Date last amended: 24 April 2020

Read these campaign rules carefully. These campaign rules (“rules”) explain your rights and duties in connection with this 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:	FNB/ RMB Credit Card Medical Campaign
Promoter(s) Name(s):	This Campaign is run by FNB Credit Card, a business unit within FirstRand Bank (“FNB”) Limited (Registration Number. 1929/001225/06) (“FNB Card”) having its principal place of business at FNB Place, Bank City, Cnr Kerk and Diagonal Street, Johannesburg Gauteng, South Africa, 2000. 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 and winners as “you” or “customer”.

The Campaign

The campaign is open to selected FNB Visa Credit Cardholders and RMB Private Bank Credit Cardholders who reside in South Africa and are over the age of 18 years.

The Campaign deal is as follows:

- a. You will receive a Budget facility repayment term fixed at Prime on selected medical Point of Sale Devices (herein referred to as "POS") transactions/purchases. The promotional budget rate at the time of transaction will be fixed at Prime for the customers' budget duration and will not be affected by further Prime rate amendments;
- b. The full budget term/period applicable for this offer will be six (6) months per transaction;
- c. The list of qualifying medical transactions for the purposes of this Campaign can be found below in this document. Note this list may be amended from time to time at FNB Discretion, it is your responsibility to keep yourself apprised of such amendments;
- d. You can pay for medical emergency expenses on their straight or budget facility and FNB/RMB Private Bank Credit Card will send qualifying customers an SMS requesting permission to transfer the purchase and limit onto a budget plan with a budget term of 6 months based on the amount and at the promotional interest rate of Prime. Should you respond to the SMS with the option to move qualifying transaction/s to budget, FNB Credit Card will transfer the transaction to the budget plan at Prime;

- e. The offer expires 48 hours after the SMS is sent and thereafter will no longer be redeemable. Your transaction will remain on the straight facility at your existing credit card interest rate;
- f. The transfer of your qualifying medical transactions to budget may take up to three (3) to five (5) working days from replying 'yes', during which time you will be charged your normal personalised 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;
- g. If you respond to move the transaction (to budget, the transaction and limit will be moved);
- h. As you pay off your budget monthly instalment, your budget facility becomes available. FNB Credit Card may move the available limit from Budget to your Straight facility.
- i. You must have limit available to cover the total amount of the purchase price. Where Credit Card accounts have been pre-funded, and have been used to pay for qualifying medical transactions, only what was used in terms of the credit limit will qualify for the budget transfer and fixed interest rate;
- j. You will remain liable for the full purchase price, fees and interest irrespective if the purchase/s is subsequently reversed/returned;
- k. The Campaign is limited to an amount/s of up to 20% of your total limit (straight & budget) provided your available credit limit allows the transaction to take place and the transaction amount therefore does not exceed the limit available;
- l. Only medical purchases/transactions for an amount exceeding the below qualify for the Campaign
 - Minimum Transaction amount of R400.00 for FNB Gold Credit Cardholders;
 - Minimum Transaction amount of R750.00 for FNB Premier and Private Clients Credit Cardholders;
 - Minimum Transaction amount of R1200.00 for FNB Private Wealth Credit Cardholders and RMB Private Bank Credit Cardholders.
- m. You are liable for the full budget term/duration or can settle the outstanding amount earlier if they wish to do so.
- n. There are no penalties associated with early settlement of the budget plan

To qualify for the Campaign and to benefit from the Prime interest rate on your medical purchase, you need to:

- a. Be a Gold, Premier, Private Clients, Private Wealth Credit Cardholder of FNB or an RMB Private Bank Credit Cardholder residing in South Africa;
- b. Pay for selected qualifying medical transaction/s using your FNB Gold, Premier, Private Clients, Private Wealth or RMB Private Bank Credit Card at a Point of Sale device for the period of 29 April 2020 to 31 March 2021;
- c. 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;

d. Customers need to maintain a minimum monthly spend of R2 500 on their qualifying FNB Gold, Premier, Private Clients, Private Wealth or RMB Private Bank Credit Card, if the monthly spend is below R2 500, the promotional Prime interest rate will be forfeited and your Credit Card interest rate will revert to your personalized interest rate.

- The Campaign fixed rate is at Prime at the time of the offer and acceptance.
- The Campaign is further, only applicable to purchases made on your FNB/RMB Private Bank Credit Card facility which must be repaid within the budget repayment term.
- Should you default in any payments towards the purchase, the Campaign will no longer apply, the fixed interest rate will fall away and your personalized interest rate will be re-instated, changing the monthly payment amount due.

Campaign starts:	10 October 2018 12:00 AM GMT for FNB Gold Credit Cardholders 29 April 2020 12:00 AM GMT for all other qualifying Cardholders
Campaign ends:	31 March 2021 12:00 AM GMT
What type of medical transactions are included?	List of qualifying medical transactions: <ol style="list-style-type: none"> 1. General practitioner (doctor's) appointment 2. In hospital* <ol style="list-style-type: none"> a. Surgery b. Casualty 3. Specialist consultations (excluding the list of specialists mentioned below)
What type of medical transactions are excluded? Is there a limit on the amount? What are the exclusions?	<ol style="list-style-type: none"> 1. The following medical categories are excluded: <ol style="list-style-type: none"> a. Aesthetic, b. Biokinetics, c. Cosmetic, d. Weight loss, e. Dieticians, f. Dermatology, g. Skin laser, h. Orthodontists, i. Osteopaths, j. Optometrists, k. Opticians, l. Ophthalmologists, m. Podiatrists, n. Chiropodists, o. Homeopaths, p. Nursing & personal care facilities, q. Laboratories, and r. Pharmacies and retail stores. 2. The following payments/transaction/s made in regards to the above mentioned categories are excluded <ul style="list-style-type: none"> • Surgical, • Non-surgical, • Consultations, • Accessories, • Equipment,

	<ul style="list-style-type: none"> • Prosthetics, • Medicine, and • Treatment. <ol style="list-style-type: none"> 3. Payments via online, App or Electronic Fund Transfers (EFT) platforms are excluded. 4. All international medical spend/swipes are excluded. 5. The Campaign is limited to an amount/s of up to 20% of the customers' total limit (straight & budget) provided the customers' available limit allows the transaction to take place and the transaction amount therefore does not exceed the limit available. 6. Only medical purchases for an amount stated above qualify for the Campaign.
<p>Eligibility:</p> <p>Who qualifies to take part?</p>	<ul style="list-style-type: none"> • This Campaign offering is only open to qualifying FNB Gold, Premier, Private Clients, Private Wealth or RMB Private Bank Credit Cardholders; • 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; • You are an FNB Gold, Premier, Private Clients, Private Wealth or RMB Private Bank Credit Cardholder at the time of purchase; • Legal entities duly incorporated in accordance with the company laws of the Republic of South Africa and • Your account is 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>Who cannot take part?</p>	<p>The following persons and products are excluded from this Campaign:</p> <ol style="list-style-type: none"> 1. Persons who do not meet the eligibility criteria above. 2. The following Credit Card Holders do not qualify for this Campaign: <ul style="list-style-type: none"> a) FNB Business b) FNB Fusion c) RMB Private Bank Fusion d) FNB Smart e) FNB Classic 3. All FNB and RMB Private Bank debit and cheque card holders do not qualify.

<p>Tax Implications</p>	<p>IMPORTANT NOTICE: TAX IMPLICATIONS</p> <p>We strongly recommend that You obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend obtained in respect of this incentive.</p> <p>You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and eBucks rewards due to You for participating in this incentive.</p> <p>You agree that You will not hold Us, FNB 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 prize/s, awards and eBucks rewards or the charges in respect thereof, should there be any.</p>
<p>Data Usage and Privacy Policy</p>	<p>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 a customer's first name, last name, email address, mobile number and in certain instances your image. Personal data, which customers provide when they enter the Campaign, may, subject to prevailing law, be used for future marketing activity, unless you notify FNB 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</p>

	<p>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 FNB, our members, customers or the public.</p>
General	<p>No correspondence will be entered into regarding either this Campaign 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 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. Customers in this Campaign 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 Campaign. 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 customer from the Campaign.</p> <p>If required as a result of operational restrictions/limitations, the promotor reserves the right to, at their discretion charge customers for SMS's responses. The customer will as a result be liable for SMS's that are sent in reply to the Campaign SMS's. Customers will be notified of this change. Standard SMS rates will apply.</p> <p>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 customers 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.</p> <p>The promotor reserves the right to cancel or amend the Campaign 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 promotor's control. Any changes to the Campaign will be notified to entrants as soon as possible by the promotor.</p> <p>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	<p>These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules. The promotor(s) reserve the right to change the rules of the Campaign</p> <p>FirstRand Bank Limited reserves the right to extend the Campaign by amending these Campaign rules. Notice of this will be posted in these rules, which can also be found on www.rmbprivatebank.co.za.</p> <p>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.</p>
Questions 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. 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.
- 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 or (b) took part in this campaign.

GENERAL RULES

- Unless we say otherwise you must be at least 18 to enter.
- The Campaign offer may not be sold or given to someone else.
- The Campaign offer cannot be swapped for cash or a different offer.
- You may not attempt to do anything to change the outcome of the Campaign in any way.
- The judges' decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the judges.
- 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-Legal Services, 9th Floor, FNB Place, Bank City, 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.

* Surgery and Casualty are limited to the exclusions listed in the above terms and conditions.