

**RMB Private Bank: Virtual Card December Campaign**  
**CAMPAIGN RULES**

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 and/or accept any reward, 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 to these Campaign rules.

<b>Campaign Name:</b>	<b>RMB Virtual Card December Campaign</b>
<b>Promoter(s) Name(s):</b>	<p>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.</p> <p>In these rules reference to “promoter(s)” or “the promoter(s)” or “us” or “we” means FRB.</p> <p>Reference to “participants” means “you” and subject to the terms, conditions and the rules as set out below.</p>
<b>The Campaign Offers:</b>	<ol style="list-style-type: none"><li>1. Selected customers in the campaign will receive an APN (App Push Notification) or email message.</li><li>2. Selected customers need to use any of their RMB Virtual Cards at checkout when shopping on the Takealot website/ Takealot App.</li><li>3. Customers need to shop to the value of R500 or more.</li><li>4. Qualifying customers will receive a R200 Takealot discount code to redeem on their next purchase.</li><li>5. Discount codes are valid for 30 days.</li><li>6. Limited to the first 10 000 customers in total during the campaign period.</li><li>7. Images used in promotional material are for illustrative purposes only.</li><li>8. We are not liable for any delivery of products or product defects and customers need to liaise directly with the manufacturer or Takealot, subject to Takealot’s terms and conditions. Our liability remains fully reserved. Any questions or claims customers have</li></ol>

	in relation to an offer must be referred directly to Takealot and not to FRB. The customers make use of the products at their own sole risk.
<b>Campaign start date:</b>	00:00:00 on 05 December 2022
<b>Campaign closes:</b>	23:59:59 on 12 December 2022  The promoter(s) reserve the right to extend the Campaign by amending these Campaign rules. Notice of this will be posted in these rules.
<b>Eligibility:</b>  <b>Who qualifies to take part?</b>	<ul style="list-style-type: none"> <li>Selected existing RMB Private Bank Credit Card, RMB Private Bank Fusion and RMB Private Bank Debit Card customers who receive the APN (App Push Notification) or email will be eligible to participate;</li> <li>You are a natural person over the age of 18 years old of age;</li> <li>You are in possession of your valid South African ID book or valid passport for identification purposes;</li> <li>Your account/s is in good standing. This means that none of your RMB Private Bank 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 RMB Private Bank or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and RMB Private Bank 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 Section 86 of the National Credit Act 34 of 2005 and</li> <li>You are not excluded in the categories of people listed below who cannot take part. By entering this Campaign, participants warrant that they do not fall into any of the below mentioned excluded categories of people.</li> </ul>
<b>Who cannot take part?</b>	<ul style="list-style-type: none"> <li>People who do not meet the eligibility criteria above. Any account holders who have not received the campaign communication via APN (App Push Notification) or email, will not be able to take part in this campaign.</li> <li>The following persons may not take part in this promotion even if</li> </ul>

	<p>they qualify to take part. They will forfeit (give up) any prizes awarded to them:</p> <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 directly or indirectly controls the promoter(s).</li> <li>d) A supplier of goods and services in connection with this promotion.</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> <li>f) Any natural person under the age of 18</li> </ul> <ul style="list-style-type: none"> <li>• RMB Private Bank Business Debit, Fusion and Credit Card Customers.</li> </ul>
<b>Data Usage and Privacy Policy</b>	<p>Participants in the Campaign understand and agree that, in order to offer the Campaign, 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. Personal information, which participants provide when they enter the Campaign, may, subject to prevailing law, be used for future related marketing activity, 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 the safety, rights or property of RMB Private Bank Credit Card or RMB Private Bank Fusion Card or RMB Private Bank Debit Card, our members, customers or the public.</p>
<b>General</b>	<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</p>

	<p>remain in force. Any violation of these Rules will result in the immediate disqualification of the transgressing participant from the Campaign.</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 participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against FRB, Visa, their agents and/or promoters.</p> <p>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.</p> <p>FRB 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>
<b>Tax Implications</b>	<p><b>IMPORTANT NOTICE: TAX IMPLICATIONS</b></p> <p>We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prize/s, awards and eBucks rewards 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, RMB Private Bank or FirstRand</p>

	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.
<b>Rule Amendments</b>	<ul style="list-style-type: none"> <li>• These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules.</li> <li>• We reserve the right to extend the campaign by amending these campaign rules. Notice of this change will be posted in these rules.</li> <li>• Rules can be found on RMB Private Banking's website: <a href="https://www.rmbprivatebank.com/legal/promotionsTsAndCs.html">https://www.rmbprivatebank.com/legal/promotionsTsAndCs.html</a></li> </ul>
<b>Questions about these rules</b>	Email us on <a href="mailto:creditcardpromotions@fnb.co.za">creditcardpromotions@fnb.co.za</a>

#### **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 mean costs on an attorney and own client scale.
- You further 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 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**

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any reward.
- The reward may not be sold or given to someone else.
- The reward cannot be swapped for a different type of reward.
- You may not attempt to do anything to change the outcome of the Campaign in any way.
- The promoter(s) decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the promoter(s).
- 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, 3rd Floor, No 1 First Place, Bank City, Johannesburg,
- 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.