

# Global Debit Card Spend Campaign

## CAMPAIGN RULES

Dates these rules are applicable: 01 May 2019 to 30 June 2019

Date these rules were last changed: None

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 discount, 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 campaign rules.

<b>Campaign Name:</b>	Global Debit Card Spend Campaign												
<b>Promoter(s) Name(s):</b>	This campaign is run by FNB Premium and Core Banking Offshore Banking, a business unit within FirstRand Bank Limited Registration No. 1929/001225/06 (“eBucks”) having its principal place of business at 4 <sup>th</sup> Floor, 5 Merchant Place, 9 Fredman Drive, Sandton, 2146, in collaboration with FNB Premium and Core Banking Rewards. In these rules, we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants as “you”.												
<b>The Offers:</b>	FNB will be running a campaign to reward Global Debit Card international spend transactions over the campaign period, the details and terms and conditions of which will be available on the FNB website <a href="http://www.fnb.co.za">www.fnb.co.za</a> .												
<b>Campaign opens:</b>	01 May 2019 at 00:00 pm South African Time												
<b>Campaign closes:</b>	The Campaign will continue until 30 June 2019 at 11:59:59 pm South African Time The promoter(s) reserve the right to extend the campaign by amending these campaign rules.												
<b>Eligibility: Who qualifies to take part?</b>	This campaign is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older, who are customers of FNB/RMB Private Bank, members of the eBucks Rewards Programme, hold a Global Account in USD, GBP or EUR and has been contacted for the campaign.												
<b>How to participate?</b>	Receive the campaign SMS and use the Global Debit Card to pay international merchants when you travel abroad during the campaign period.												
<b>Campaign Rules</b>	<ol style="list-style-type: none"> <li>Only international Card Present transaction will be rewarded</li> <li>eBucks payable will be calculated at the end of each month and payouts will be effected after the 8<sup>th</sup> of each month.</li> <li>eBucks will be allocated according to Your eBucks level at the time of calculation.</li> <li>The table below shows the different reward rates per eBucks level applicable on this campaign: <table border="1" data-bbox="565 1360 1339 1436"> <thead> <tr> <th>Reward Level</th> <th>Level 1</th> <th>Level 2</th> <th>Level 3</th> <th>Level 4</th> <th>Level 5</th> </tr> </thead> <tbody> <tr> <td>Earn Rates</td> <td>0.50%</td> <td>1.00%</td> <td>2.00%</td> <td>2.50%</td> <td>4.0%</td> </tr> </tbody> </table> </li> <li>The transaction amount on which you earn eBucks is limited to a total monthly currency spend (on qualifying swipes) equivalent to R40 000 on all Your Global Debit Cards. Thereafter, you'll earn eBucks on in-store shopping purchases made using your Global Debit Cards at a flat rate of 0.5%</li> <li>The average exchange rate of the month of your transactions will be applied to the rand value of your spend and eBucks payable.</li> <li>Only customers who have received the campaign SMS are eligible.</li> </ol>	Reward Level	Level 1	Level 2	Level 3	Level 4	Level 5	Earn Rates	0.50%	1.00%	2.00%	2.50%	4.0%
Reward Level	Level 1	Level 2	Level 3	Level 4	Level 5								
Earn Rates	0.50%	1.00%	2.00%	2.50%	4.0%								
<b>Data Usage and Privacy Policy</b>	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 and for use of your image, you shall not be entitled to remuneration. Personal data, which participants provide when they participate in 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.												

<p><b>Tax Implications</b></p>	<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 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 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 eBucks rewards or the charges in respect thereof.</p>
<p><b>General</b></p>	<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 its sole discretion at any time without notice or liability. We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants 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 discount, 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 participant from the campaign.</p>
<p><b>Rule Amendments</b></p>	<p>These rules cannot be modified or superseded except by us, in its reasonable discretion, in a written revision to these rules posted on the RMB website (<a href="https://www.rmbprivatebank.com/legal/promotionsTsAndCs.html">https://www.rmbprivatebank.com/legal/promotionsTsAndCs.html</a> and, at FNB sole discretion, using other potential official campaign communication methods reasonably calculated to reach most potential participants. A copy of these rules can be found on the RMB website at <a href="https://www.rmbprivatebank.com/legal/promotionsTsAndCs.html">https://www.rmbprivatebank.com/legal/promotionsTsAndCs.html</a>.</p>
<p><b>Questions about these rules</b></p>	<p>Email us on: <a href="mailto:GlobalAccounts@fnb.co.za">GlobalAccounts@fnb.co.za</a></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 or used the discount. If you enter yourself, or use or accept the discount, you understand that you do so of your own free will. 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 or used the discount.
- 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 b) took part in this campaign or c) and such person used the discount.

## GENERAL RULES

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any discount(s).
- Unless we say otherwise you must be at least 18 years old to enter.
- Any discounts or offers may not be sold or given to someone else.
- You are responsible for the tax associated with using or accepting any offer.
- 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).
- 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 and without notice. 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 the Bank, Visa, their agents and/or promoters.
- 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.
- 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.
- 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, 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.