

# WesBank & RMB Private Bank Partnership Campaign

## Cheque Account Offer: Special Terms & Conditions

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Please read this document carefully as it records the special conditions attached to the cheque or Fusion account offer that you have taken up telephonically through RMB Private Bank Sales & Service Contact Centre.

Part A – Deal		
CATEGORY	DESCRIPTION	VALUE
1. Savings Account allocation	Cash allocated for opening a RMB Private Bank Fusion or RMB Private Bank Cheque Account and meeting the Terms and Conditions as set out in part B. This offer is only available on one account per client.	R2,500 RMB Private Bank

## Part B Special Terms and Conditions

### 1.1 Allocation of funds

1.1.1. Upon the transactional account being opened a linked savings account with a separate account number will be opened for the allocation of cash. The cash, as set out in Part A will be applicable subject to the following conditions, all of which must be met:

1.1.1.1. The client opens, in his /her own name, an RMB Private Bank Fusion or RMB Private Bank Cheque account with RMB Private Bank through the Sales and Service Contact Centre.

1.1.1.2. The client has not closed a pre-existing RMB Private Bank Cheque/RMB Private Bank Fusion Account within 6 months preceding the take up of the specified cheque account through this offer.

1.1.1.3. The client meets the following minimum monthly deposit based on their income bracket, once off or cumulatively into the qualifying and specified account within a calendar month and has 60 days from the date the RMB Private Bank Fusion or RMB Private Bank Cheque Account was opened to make such a deposit:

Cheque or Fusion Account Type	Monthly cumulative deposit requirements
RMB Private Bank (R750k – R1.5m)	R32,500
RMB Private Bank (R1.5m plus)	R60,000

1.1.1.4. The client meets the adequate deposit as set out in point 1.1.1.3.

1.1.1.5. The client switches at least 2 debit orders to their new RMB Private Bank Fusion or RMB Private Bank Cheque Account either by submitting a debit order authorization form or by switching the debit orders themselves. The client is required to have at least 2 debit orders debited from their account within the 60-day period from account opening.

1.1.1.6. Should the client not have any debit orders to switch, the client will not qualify for this offer.

1.1.1.7. RMB Private Bank reserves the right to revoke the cash allocation should the client's RMB Private Bank Credit Card and/or RMB private Bank Cheque/RMB Private Bank Fusion Account be in default or the client closes the account, or the client does not meet the adequate deposit as set out in point 1.1.1.3.

1.1.1.8. All the client's FirstRand Bank products must be in good standing. This means that none of your RMB Private Bank, WesBank and FirstRand Bank accounts and/or credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and 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.

1.1.1.9. The client must be registered for eBucks;

1.1.1.10. The client must download and activate the RMB Private Bank APP.

1.1.1.11 The client must load their vehicle financed through WesBank onto the NAV>> option on the RMB Private Bank App.

1.1.1.12. Provided all the above terms and conditions are adhered to, the cash will be allocated to the client on the 15<sup>th</sup> day of the following month of which the terms and conditions were complied with.

1.2. The above terms and conditions are entered in addition to the terms and conditions that apply to the qualifying Fusion or cheque accounts as set out in point 1.1.1.3 above.

1.3. The above terms and conditions are entered in addition to the terms and conditions that apply to the qualifying Savings Accounts set out in point 1.1.1 above.

### **IMPORTANT NOTICE: TAX IMPLICATIONS**

1. We strongly recommend that the client 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 promotion.

2. The client is 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 promotion.
3. The client agrees that he/she will not hold RMB Private Bank or FirstRand Bank Limited ("the Bank") liable and hereby fully indemnify the Bank, and hold the Bank completely harmless, against all damages, claims and fines made against him/her 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 the client's receipt, transfer or spend of any prize/s, awards and eBucks rewards or the charges in respect thereof.

#### **IMPORTANT**

- The client agrees to indemnify the promoters fully for any loss or damage the promoters may suffer because you breached the promotion rules. This means the client agrees to reimburse the promoters 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.
- The client also agrees to indemnify the promoters for any loss or damage they suffered because they took part in this promotion or used the prize. If the client enters himself/herself, or use or accept the cash allocation, they understand that they do so of your own free will. This means that they cannot hold the promoters legally responsible for any loss or damage or legal expenses they suffered because you took part in this promotion or used the cash allocation.
- The client will protect the promoters 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 the client: a) breached the promotion rules b) took part in this promotion or c) and such person used a cash allocation.

#### **GENERAL RULES**

- Unless we say otherwise you must be at least 18 years or older to qualify for the above.
- The campaign offer may not be sold or given to someone else.
- The campaign offer cannot be swapped for cash or a different offer.
- The client may not attempt to do anything to change the outcome of the campaign in any way.
- The promoter(s) have the right to end this campaign at any time. If this happens the client agrees to waive (give up) any rights that they may have about this campaign and agree that they 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 the client's 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 the client 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. The client must not assume that this means that the rules have been changed or that it no longer applies.
- The client must send all legal notices to FNB -Legal Services, 9th Floor FNB 3 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.