



RMB Private Bank: Exclusive ecoEnergy Property Deals From Balwin Developers Campaign Terms and Conditions

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1. This campaign and any applicable amendment to this campaign is reviewable at FirstRand Bank Limited's ("the Bank") discretion.
2. This campaign is available to RMB Private Bank customers.
3. This offering may be available for specified periods, as determined by the Bank from time to time.
4. This campaign is effective from the 4th December 2020 and is subject to the availability of properties being sold by the developer.
5. This campaign is not a guarantee of any nature and the Bank reserves the right to vary, postpone, suspend or cancel the campaign at any time. If this happens, you agree to waive (give up) any rights that you may have in relation to this campaign and agree that you will have no rights against the Bank.
6. The Bank can change the rules, terms and/ or conditions of this campaign throughout the duration of the campaign. For convenience only, the date on which these rules, terms and/ or conditions were last amended will be shown below the heading. It is the customer's responsibility to check the rules, terms and/ or conditions for amendments.
7. To qualify for a rate discount linked to an ecoEnergy home loan, the customer must meet the criteria of substantiating an ecoEnergy Home Loan with an EDGE certificate issued by the Green Building Council of South Africa.
8. To qualify for the Benefits, in relation to the Home Loan, applications must be submitted directly via the FNB App, Online Banking, Home loans Sales Consultant, Private Banker or at an FNB Branch.
9. For the Structured Loan, applications must be submitted directly via your private banker.
10. Each ecoEnergy property must have its own account.
11. This campaign is only applicable to the recipient and is not transferable.
12. The Bank's involvement in this campaign is to provide qualifying applicants with financing in the form of a Home Loan and/ or a Structured Loan therefore, the Bank will not be responsible for any defects in the property.
13. All loan applications are subject to the Bank's credit approval criteria and the Bank's lending policies and practices as amended from time to time.
14. This campaign is open to all juristic entities and natural persons residing in the Republic of South Africa, over the age of 18 (eighteen) whom must have a valid 13 (thirteen) digit South African identity document.

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15. In order to be eligible for this offering, the customer's monthly repayments must be debited to the home loan account by way of debit order or alternatively, by payroll deduction/ salary stop order. Where the customer elects to make repayments by way of payroll deduction/ salary stop order, the customer has the obligation to arrange same with his/ her employer and will be liable for costs associated with the arrangement.
16. The Bank will not be liable for bond registration costs associated with any Future Use amounts.
17. Customers who apply via the FNB App, Online Banking, Home loans Sales Consultant, Private Banker or at an FNB Branch will receive 50% (fifty percent) back in eBucks on their first basic home loan repayment. The basic repayment is the minimum monthly required repayment to cover interest and capital. The basic home loan repayment excludes fees, additional voluntary payments, insurance and assurance premiums. The Bank may, in its sole discretion and without prior notice to the customer, change the basis on which the eBucks benefit is calculated on.
18. The number of eBucks is limited to eB61 000 per home loan account.
19. Customers must have an open eBucks account at time of registration of the bond in order to receive the eBucks allocation.
20. In the case of joint applicants, where both applicants have an open eBucks account, the 50% (fifty percent) back in eBucks will be split equally between the two applicants. Should only one of the applicants have an open eBucks account, the full 50% (fifty percent) back in eBucks will be allocated to this applicant in which case, the applicant who forfeits his/her eBucks allocation waives his/her right to receive an allocation. In the case of juristic entities, the full 50% (fifty percent) back in eBucks shall only be payable to an eBucks account which is in the name of the juristic entity.
21. The once-off eBucks allocation may not be sold or given to someone else.
22. The eBucks allocation cannot be swapped for cash or a different type of reward by the customer.
23. Customers are responsible for any tax associated with using or accepting the eBucks allocation, and the Bank will not increase the value of the allocation or voucher to compensate for such charges.
24. Using the eBucks is subject to the eBucks rules, terms and conditions.
25. In order to qualify for a main banked interest rate discount on the registration on the bond, the customer must comply with the Main Banked Qualifying criteria as set out on the Banks website. The Lender reserves the right at any time to review and amend the Rules. Main Banked means that you hold any of the qualifying accounts with us and meet FNB's qualifying criteria, as stipulated in these rules, from time to time.
26. The terms and conditions of this offering must be read together with the provisions of the credit agreement and product rules.

IMPORTANT

- You agree to indemnify the Bank fully for any loss or damage that the Bank may suffer because you breached the campaign terms, conditions and/ or rules. This means you agree to reimburse the Bank for the following: any loss or damage that the Bank may suffer and any expenses and costs the Bank paid or is responsible for. Legal costs mean costs on an attorney and own client scale.
- You also agree to indemnify the Bank for any loss or damage you suffered because you took part in this campaign or used the allocation and/ or offering. If you enter yourself or use or accept the allocation and/ or offering, you understand that you do so out of your own free will. This means that you cannot hold the Bank legally responsible for any loss or damage or legal expenses you suffered because you took part in this campaign or used the offerings or allocation.
- You will protect the Bank from being held legally responsible for the loss or damage or legal expenses of another person (juristic or natural) if such loss or damage or expense was incurred because you: a) breached the campaign terms, conditions and/ or rules b) took part in this campaign or c) and such person used the allocation or offering.
- It is recommended that you obtain independent professional advice regarding any tax implications arising from this campaign.
- You are fully responsible for any tax implications arising from or associated with this campaign.

GENERAL RULES

- You may not attempt to do anything to change the outcome of the campaign in any way.
- 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 campaign, the international standard time: GMT plus two hours will be used.
- While the Bank may allow you extra time to comply with your obligations or decide not to exercise some or all of its rights, or waive certain requirements, the Bank 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 laws of the Republic of South Africa regardless of where you live or work.
- Any costs or expenses incurred in respect of items not specifically included in the offering/campaign and/ or allocation are for your own account. The Bank will not be responsible for any other expenses which you may incur as a result of your acceptance and/ or use of an offering and/ or allocation, whether foreseen or not.
- To the extent that any taxes, duties, levies or other charges may be levied on an offering and/ or allocation by the State or any other competent government or regulatory body, you will be liable therefor, and the Bank will not increase the value of the allocation and/ or offering to compensate for such charges.