

**FNB / RMB Credit Card**  
**KOODOO.co.za Terms and Conditions for the Campaign ("the campaign")**

Date these rules were first published: 26 October 2020

Date these rules were last changed: 10 March 2022

Read these campaign rules carefully. These campaign rules ("rules") explain your rights and duties in connection with this promotion/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.

<b>Campaign Name:</b>	FNB Card and KOODOO.co.za campaign
<b>Promoter(s) Name(s):</b>	<p>This campaign is run by FNB Credit Card, a business unit within First National Bank ("FNB") a division of FirstRand Bank Limited (Registration Number. 1929/001225/06) ("FNB Card") having its principal place of business at Bank City, Cnr Kerk and Diagonal Street, Johannesburg Gauteng, South Africa, 2000.</p> <p>In these rules we refer to the above <b>promoter(s)</b> as "the promoter(s)", or "us" or "we" or "the Bank". We will refer to <b>participant(s)</b> as "you" or "their" or "customers" or "cardholders".</p>
<b>The Campaign</b>	<p><b>1. The Credit Card budget facility promotional campaign ("Credit Card promotional campaign"):</b></p> <p>1.1 The Campaign is open to FNB/RMB Credit Card holders ("FNB/RMB Credit Card"), which hold either an active Aspire, Premier, Private Clients, Private Wealth, RMB Private Bank or Signet Credit Card.</p> <p>1.2 In order to qualify, a customer must spend a minimum of R 5000.00 limited to a maximum of R 20 000.00 on either their FNB or RMB Private Bank Credit Card at KOODOO.co.za when purchasing any PlayStation product/s ("product(s)").</p>

**2. The Credit Card promotional campaign entails the following:**

- 2.1 When a customer purchases any PlayStation products from KOODOO.co.za, using their FNB/RMB Credit Card they will qualify to transfer their purchase to a budget facility where the interest rate charged on the budget facility will be fixed at the current prime\* rate or prime +2% at time of the purchase subject to the terms and conditions below.
- 2.2 The prime or prime + 2% rate charged to the budget facility at the time of the purchase will remain fixed during the customer's chosen budget term and will not be amended or affected by any prime rate amendments.
- 2.3 Customers can choose a budget term of 12 or 24 months.
- 2.4 At the time of the purchase, customers must purchase the product(s) on their straight facility. The amount of the purchase price will reduce the customer's available credit card limit.
- 2.5 After the purchase is made, FNB will transfer the purchase price amount and the utilised portion of the credit card limit to make the purchase, to the budget facility. The transfer from a straight facility to a budget facility may take from 3 (three) to 5 (five) business days, during which time customers will be charged their normal personalised interest rate on their straight facility for such purchase.
- 2.6 Customers will not be refunded for the difference between their personalised interest rate charged and the promotional interest rate (prime rate) during the period that the purchase had not yet been transferred from a customer's straight facility to the budget facility.
- 2.7 As a customer pays down their budget facility on a monthly basis, the available funds in the budget facility may be transferred by FNB back to the straight facility and will form part of the customer's straight facility limit.
- 2.8 Customers may prepay and settle the utilised budget facility. In order to settle the budget facility before the expiration of the budget term, customers must contact FNB Credit Card to effect an early settlement before the expiration of the budget term.

2.9 There are no early payment fees or penalties charged when settling a budget facility before expiration of the budget term.

**3. Terms and Conditions for the Credit Card promotional campaign:**

3.1 To qualify for the Credit Card promotional campaign a customer must:

3.1.1 Be resident in the Republic of South Africa.

3.1.2 Be 18 years or older.

3.1.3 Purchase a product from the KOODOO.co.za online store in South Africa using their qualifying FNB/RMB Credit Card and making the purchase using their straight facility during the period between 21 October 2020 to 31 March 2023.

3.1.4 Select "Buy on FNB" when making the purchase and elect the budget term.

3.1.5 Have an available credit limit to make payment of the full purchase price of the product(s). Only amounts used from the available credit limit to make the purchase will qualify to be moved to the budget facility at the promotional interest rate of prime or prime + 2%. Any funds which have been transferred from the customer's current account to his/her credit card will not form part of the budget facility promotional interest rate.

3.2 A customer must repay the budget facility within the selected budget repayment term.

4. In the event that a customer fails to meet their monthly repayment during the budget term, the promotional interest rate of prime or prime +2% will no longer apply and the customer's personalised interest rate will be re-instated.

5. The monthly instalments will be amended accordingly based on the revised interest rate.

6. All product related queries must be referred to KOODOO.co.za

7. All transaction queries to be referred to FNB Credit Card by calling the contact number on the reverse side of a customer's FNB/RMB Credit Card or via Secure Chat on the FNB / RMB App.

	<p>8. Any returns, exchanges or refunds in respect of the purchased product(s) are subject to KOODOO's terms and conditions.</p> <p>9. Any refund made to the customer's credit card by KOODOO will not automatically settle the budget facility as far as it relates to the purchased product(s) and a customer will remain liable for the purchase price, interest and fees until the amount owing has been settled in full.</p> <p>10. In order to take part in this campaign or any chosen promotion a customer's account must be and remain 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> <p>11. By participating and taking up the promotion(s) in this campaign, customers agree to be bound by the terms and conditions of this campaign.</p> <p><b>*In addition to the above criteria should you meet the qualifying criteria as stipulated on the FNB Main Banked Rules available on the FNB website you will benefit from a promotional interest rate of prime on your qualifying purchase.</b></p>
<p><b>Exclusions for Credit Card budget promotion</b></p>	<p>The following persons and products are excluded from this Campaign:</p> <ul style="list-style-type: none"> <li>• Persons who do not meet the eligibility criteria above.</li> <li>• The following FNB or RMB Private Bank cards do not qualify for this Campaign: <ul style="list-style-type: none"> <li>o FNB Business</li> <li>o FNB Fusion</li> <li>o RMB Private Bank Fusion</li> <li>o All FNB and RMB Private Bank transactional card</li> </ul> </li> </ul>

<b>Campaigns start:</b>	21 October 2020
<b>Credit Card promotion campaign ends:</b>	31 March 2023 at 11:59:59 pm.
<b>Data usage and Privacy Policy</b>	By participating in this campaign, you understand and agree that the Promotors of this campaign may collect and use your information that you provide to Koodoo, in order to offer the Campaign to You. This personal information may include a participant's first name, last name, email address and mobile number. 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 the FNB, our members, consumers or the public.
<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 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><b>General</b></p>	<p>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. 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, or from participation in 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>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 the Bank, Visa, their agents and/or promoters.</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>
<p><b>Rule Amendments</b></p>	<p>These rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules and which will be posted on the website. A copy of these rules can be found on the FNB Website <a href="http://www.fnb.co.za">www.fnb.co.za</a>. The onus will rest with the customer to review the latest set of rules for this campaign.</p> <p>The Bank reserves the right to extend the campaign by amending these campaign rules. Notice of this will be posted in these rules.</p>
<p><b>Queries about these rules</b></p>	<p>Queries to be referred to FNB Credit Card at <a href="mailto:creditcardpromotions@fnb.co.za">creditcardpromotions@fnb.co.za</a></p>

## **GENERAL RULES**

- If the promoter(s) are not able to get hold of you within seven days after you have made your selection for the offer to be transferred to a budget facility, and after making reasonable efforts to do so, you will lose the offer and the purchase will remain on your straight facility.
- You 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 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 Credit Card Legal Services, 9<sup>th</sup> Floor, FNB Place, Bank City, Johannesburg, 2001.
- This campaign and its rules will be governed by the law of the Republic of South Africa.