RMB Private Bank Credit Card KOODOO.co.za PS5 Up to 0% interest Campaign Terms and Conditions



Date these rules were first published: 13 November 2023 Date these rules were last changed: 18 April 2024

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.

| Campaign Name: | RMBPB Credit Card & KOODOO PS5 no interest campaign |
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| Promoter(s) Name(s): | 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. In these rules reference to "promoter(s)" or "the promoter(s)" or "us" or "we" means FRB. Reference to |
| | "participants" means "you" and subject to the terms, conditions and the rules as set out below. |
| The Campaign | 1. The Campaign is open to FNB Credit Card holders ("FNB Credit Card"), which hold either an active Aspire, Premier, Private Clients, Private Wealth or Signet |
| | Credit Card. |
| | 2. In order to qualify, a customer must purchase a PlayStation5 or PlayStation Virtual Reality console on either their FNB Credit Card at KOODOO.co.za |
| | The promotional campaign entails the following: |
| | a. When a customer purchases abovementioned products from KOODOO.co.za, using their FNB 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 0% or 2% at time of the purchase. |
| | b. The 0% or 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. |
| | c. Customers can choose a budget term of 12 or 24 months. |
| | d. 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. |
| | e. 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. |
| | |
| | f. 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. |
| | g. 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. |
| | Terms and Conditions for the Credit Card promotional campaign: |
| PRIVATE BANKING | |

PRIVATE BANKING

5 Merchant Place 9 Fredman Drive Sandton 2196

PO Box 7856111 Suite Sandton 2146 South Africa

Website

+27 87 575 9411 rmbprivatebank.com



- a. To qualify for the Credit Card promotional campaign a customer must:
 - i. Be resident in the Republic of South Africa.
 - ii. Be 18 years or older.
 - iii. Purchase above-mentioned product(s) from the KOODOO.co.za online store in South Africa using their qualifying FNBCredit Card and making the purchase using their straight facility during the period between 13 November 2023 to 13May 2024.
 - iv. Select "Buy on FNB" when making the purchase and elect the budget term.
 - v. 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 0% or 2%. Any funds which have been transferred from the customer's current account to his/her credit card will not form part of the budgetfacility promotional interest rate.
- b. A customer must repay the budget facility within the selected budget repayment term.
- c.In the event that a customer fails to meet their monthly repayment during the budget term, the promotional interest rate of 0% or 2% will no longer apply and the customer's personalised interest rate will be re-instated.
- d. The monthly instalments will be amended accordingly based on the revised interest rate.
- e. Any interest charged during this Campaign on an FNB Credit Card customer's account who did participate in this Campaign and do qualifies for the 0% interest rate, will be rebated.
- f. All product related gueries must be referred to KOODOO.co.za
- g. All transaction queries to be referred to FNB Credit Card by calling the contact number on the reverseside of a customer's FNB Credit Card or via SecureChat on the FNB App.
- h. Any returns, exchanges or refunds in respect of the purchased product(s) are subject to KOODOO's terms and conditions.

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.

- a. and fees until the amount owing has been settled in full.
- b. 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 |
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| | Act. |
| | c. By participating and taking up the promotion(s) in this campaign, customers agree to be bound by the terms and conditions of |
| | this campaign. |
| | *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. |
| | you will beliefle from a promotional medical rate of prime on your qualifying paremase. |
| Campaign starts: | 13 November 2023 |
| | |
| Campaign ends: | 30 June 2024 at 11:59:59 pm. |
| Tax Implications | IMPORTANT NOTICE: TAX IMPLICATIONS |
| | IMPORTANT NOTICE. TAXIMPETCATIONS |
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| | 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. |
| | |
| | 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. |
| | • 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 againstYou 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. |
| | or any prize s, awards and ebucks rewards or the charges in respect thereof, should there be any. |
| Data Usage and Privacy Policy | By participating in this campaign, you understand and agree that the Promotors of this campaign may collect and use your information that you provide, 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 |
| General | to do so by law or if it is required to protect the safety, rights or property of the RMBPB, our members, consumers or the public. 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 |
| General | 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 remain in force. Any violation of these Rules will result in the |
| | immediate disqualification of the transgressing participant from the Campaign. 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. 5 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. Participants may be invited to participate in Public Relations activities and other |
| | |





| | marketing initiatives as organised by RMB for the purpose of this competition. Winners of the competition might be asked to participate in social media advertising, including but not limited to Twitter, Instagram and Facebook by means of high-quality photos that will be displayed on RMB's social media pages as well as in RMB Branches. Please note that participation shall not entitle you to remuneration. Participants and winners reserve the right to refuse such participation. If you consent, you agree that you will not be entitled to any remuneration for the use of your image. We will not be held liable for any |
|---------------------------|---|
| Rule Amendments | misrepresentation caused due to a copy error, typing error and/or omission that may occur on any of our campaign material. • These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules. We reserve the right to extend the Campaign by amending these campaign rules. Notice of this change will be posted in these rules. • Rules can be found on RMB's Private Bank website: https://www.rmbprivatebank.com/legal/promotionsTsAndCs |
| Queries about these rules | Queries to be referred to FNB Credit Card at creditcardpromotions@fnb.co.za |

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 prize. If you enter yourself, or use or accept the prize, 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 prize.
- You further acknowledge and agree to the fact that the promoters and the Promoter and their agents accept no responsibility for any problems or technical malfunction of any communication network, or any late, lost, incomplete, misdirected, incorrectly submitted, delayed, illegible or corrupted entries.
- 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 a prize.

GENERAL RULES

- If the promoter(s) are not able to get hold of you within seven days after your reply has been made, and after making reasonable efforts to do so, you will lose the offer.
- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any benefit.
- Unless we say otherwise you must be at least 18 to enter.
- You may not attempt to do anything to change the outcome of the campaign in any way.
- The promoters' decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the promoters.
- 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, 2 First Place, Bank City, Simmonds Street, 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.