



RMB Private Bank Switch Campaign **TERMS AND CONDITIONS**

APPLICABLE TO THE BUNDLED FUSION/CHEQUE ACCOUNT OFFER.

Please read this document carefully as it records the terms and conditions attached to the RMB Private Bank Fusion or Current Account ("Account") offer that you have taken with First National Bank a division of FirstRand Bank Limited ("RMB Private Bank"). If you take part in this Campaign these terms and conditions will apply to you and you agree that RMB Private Bank can assume that you have read and agreed to be legally bound by these terms and conditions.

Customers on the RMB Private Bank Switch Campaign will be offered one of the following offers:

1. WesBank or DirectAxis instalment reward
2. No Monthly Account Fee for 2 years (Note: This is the default offer should we not receive your SMS response)
3. FNB eBucks offer
4. FNB Connect offer (Available until 13 November 2021)

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PART A - DEAL

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| 1. CONTEXTUAL OFFERS | WesBank Instalment reward | <p>1.1. A monthly reward calculated on the overall monthly WesBank instalment amount shall be paid into the customer's RMB Private Bank transactional Account during a period of 12 consecutive months subject to the customer meeting the minimum criteria requirements set out in Part B. This reward will be limited to the maximum amounts, as set out below, dependent on the Account opened.</p> <p>1.2. The monthly reward will be calculated on 15% of the current total monthly instalment, however will be limited to the following amounts, dependent on the Account opened:</p> <p>1.2.1. Monthly rewards set out above will be capped to a total amount of R3 000.00 in respect of Aspire Accounts; or R 5,500.00 in respect of a Premier, Private Clients or Private Wealth account ("Premium Accounts") over a 12 month period. This means that the applicable reward will be paid each month, subject to clause 1.2.2 below, until the maximum amount is reached or upon the expiration of the 12 month period.</p> <p>1.2.2. R1000.00 maximum reward per month will be paid to a customer in respect to opening and maintaining an Aspire Account, and subject to meeting the qualifying criteria in Part B; or R1833.00 maximum reward per month will be paid to a customer in respect to opening and maintaining a Premier, Private Clients or Private Wealth account ("Premium Account"), and subject to meeting the qualifying criteria in part B.</p> <p>1.3. The reward amount to be paid to a customer shall exclude the credit life insurance premium.</p> <p>1.4. This offer is conditional on having an active WesBank account at the time that this offer is chosen.</p> <p>1.5. The monthly reward is limited to one instalment sale agreement per customer held with WesBank. If the customer has more than one instalment sale agreement, the reward will only apply to the latest instalment sale agreement entered into with WesBank at the time the Account is opened.</p> |
| | Direct Axis personal loan instalment reward | <p>1.6. A customer will receive his/her monthly DirectAxis personal loan instalment back, which will be paid into the customer's RMB Private Bank Transactional Account over a period of 3 consecutive months subject to the customer meeting the minimum criteria requirements set out in Part B.</p> |



- 1.7. This reward will be limited to the maximum amounts, as set out below, dependent on the Account opened:
 - 1.7.1. Up to R1000.00 per month will be paid to a customer in respect of his/her DirectAxis personal loan instalment and as a reward for opening and maintaining an Aspire Account, subject to meeting the qualifying criteria in part B. The monthly rewards set out above will be capped to a total amount of R3 000.00 for the 3 (three) month period; or
 - 1.7.2. Up to R1833.00 per month will be paid to a customer in respect of his/her DirectAxis personal loan instalment and as a reward for opening and maintaining a Premier, Private Clients or Private Wealth account (“Premium Account”), subject to meeting the qualifying criteria in part B. The monthly rewards set out above will be capped to a total amount of R5 500.00 over the 3 (three) month period.
- 1.8. The reward amount to be paid to a customer shall exclude the credit life insurance premium.
- 1.9. The monthly reward is limited to one loan agreement per customer held with DirectAxis. If the customer has more than one loan agreement, the reward will only apply to the latest loan agreement entered into with DirectAxis at the time the Account is opened.

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| 2. NO MONTHLY ACCOUNT FEE | Rebate of monthly account fee | 2.1. RMB Private Bank will reverse the monthly RMB Private Bank Transactional Account fee for 24 months subject to the customer meeting the monthly minimum criteria requirements as set out in Part B. |
| 3. GENERIC OFFERS KNOWN AS THE “FNB EBUCKS OFFER” | Aspire Account eBucks allocation to use at the eBucks shop or at any eBucks “spend” partner | 3.1. eBucks to the value of R3 000.00 to be allocated to a customer if an Aspire account is opened. A customer can purchase items listed from the eBucks shop or from any eBucks spend partner with the allocated eBucks.

3.2. Failure to meet monthly minimum criteria requirements as set out in Part B for any month(s) during the 12 month period from the time the Generic offer is allocated to the customer shall be considered a breach by the customer of these terms and conditions and the customer will be liable for a fee of R250.00 (“the fee”) for that month or each month in which he/she fails to meet such minimum criteria.

3.3. The customer acknowledges and agrees that RMB Private Bank shall be entitled to charge such fee to the customer’s Account which shall be charged on the 15th of the following month. The customer must ensure that he/she has sufficient funds in the Account to cover the fee. |



Premier, Private Clients or Private Wealth account (“Premium Accounts”) eBucks allocation to use at the eBucks shop or at any eBucks “spend” partner

- 3.4. eBucks to the value of R5 500.00 to be allocated to a customer if a Premium Account is opened. A customer can purchase items listed from the eBucks shop or from any eBucks spend partner with the allocated eBucks.
- 3.5. Failure to meet monthly minimum criteria requirements as set out in Part B for any month(s) during the 12-month period from the time the Generic offer is allocated to the customer shall be considered a breach by the customer of these terms and conditions and the customer will be liable for a fee of R458,33 (“the fee”) for that month or in each month in which he/she fails to meet such minimum criteria.
- 3.6. The customer acknowledges and agrees that RMB Private Bank shall be entitled to charge such fee to the customer’s Account which shall be charged on the 15th of the following month. The customer must ensure that he/she has sufficient funds in the Account to cover the fee.

4. RMB PRIVATE BANK CONNECT OFFER

Available for a limited period only

(1 June 2021 – 13 November 2021)

Aspire Account Smartphone with RMB Private Bank Connect Top Up Go SIM card

- 4.1. This offer is subject to meeting the minimum criteria requirements set out in Part B and maintaining the Account for a minimum of 12 months from the date of accepting this offer by the customer.
- 4.2. RMB Private Bank Connect will provide a customer with a smartphone at no charge and Top Up Go SIM card.
- 4.3. The Top Up Go SIM card, which will be delivered to a customer with the smartphone will contain 15 voice minutes, 50MB data and 15 SMSs (“SIM allocation”).
- 4.4. Failure to meet the minimum criteria requirements as set out in Part B for any month(s) during the 12 month period from the time the smartphone and sim card is delivered to the customer shall be considered a breach by the customer of these terms and conditions and the customer will be liable for a fee of R250,00 (“the fee”) for that month or each month in which he/she fails to meet such minimum criteria.
- 4.5. The customer acknowledges and agrees that RMB Private Bank shall be entitled to charge such fee to the customer’s Account which shall be charged on the 15th of the following month. The customer must ensure that he/she has sufficient funds in the Account to cover the fee.
- 4.6. This offer excludes any insurance taken in regard to the smartphone.



- Premier, Private Clients or Private Wealth account (“Premium Accounts”)
Smartphone with RMB Private Bank Connect Top Up Go SIM card**
- 4.7. This offer is subject to meeting the minimum criteria requirements set out in Part B and maintaining the Account for a minimum of 12 months from the date of accepting this offer by the customer.
 - 4.8. FNB Connect will provide a customer with a smartphone at no charge and Top Up Go SIM card.
 - 4.9. The Top Up Go SIM card, which will be delivered to a customer with the smartphone will contain 15 voice minutes, 50MB data and 15 SMSs (“SIM allocation”).
 - 4.10. Failure to meet the minimum criteria requirements as set out in Part B for any month(s) during the 12 month period from the time the smartphone and sim card is delivered to the customer shall be considered a breach by the customer of these terms and conditions and the customer will be liable for a fee of R458,33 (“the fee”) for that month or each month in which he/she fails to meet such minimum criteria.
 - 4.11. The customer acknowledges and agrees that RMB Private Bank shall be entitled to charge such fee to the customer’s Account which shall be charged on the 15th of the following month. The customer must ensure that he/she has sufficient funds in the Account to cover the fee.
 - 4.12. This offer excludes any insurance taken in regard to the smartphone.

PART B - SPECIAL TERMS AND CONDITIONS

All offers set out in Part A above are subject to the customer ensuring that the Account he/she has opened is maintained in accordance with his/her agreement entered with RMB Private Bank at the time of opening the Account.

Minimum criteria requirements to be met by a customer upon choosing an offer set out in Part A:

1. Main Banked Criteria

For the customer to receive a selected reward, rebate or allocation of eBucks and benefit from a selected offer, the customer must meet the below Main Banked Criteria during the same calendar month and within 90 calendar days from the date of opening the RMB Private Bank Account:

- 1.1. The customer must open in his /her own name, an RMB Private Bank Account through the applicable channels for this offer i.e. RMB Private Bank Contact Centre, FNB Branch, FNB Private Banking Suites, the RMB Private Bank App or rmbprivatebank.co.za.

- 1.2. The customer must ensure the following minimum monthly deposit amount is received into his/her applicable RMB Private Bank Account during a calendar month: R32 500.
- 1.3. The customer switches his/her debit orders to his/her RMB Private Bank Account upon opening the RMB Private Bank Account by either submitting a debit order switching form or by the customer switching his/her own debit orders. The customer is required to have at least two successful debit orders debited from his/her RMB Private Bank Account in the same month and for the following applicable months of the selected offer period.
- 1.4. Should the customer not switch the minimum required debit orders or have any debit orders to switch, the customer will not qualify for this offer.



2. Campaign Specific Criteria

A customer is required to comply with the below Campaign Specific Criteria to receive a selected reward, rebate or allocation of eBucks or benefit from a selected offer:

- 2.1. The customer must be eligible to earn and be a member of the eBucks rewards programme as set out on the eBucks website at www.ebucks.com. Any member of the eBucks rewards programme agrees and understands to be bound to the eBucks Rewards Programme terms and conditions.
- 2.2. The customer must download and activate the RMB Private Bank personal banking App.
- 2.3. The customer has not closed any pre-existing RMB Private Bank account in his/ her name within the last 6 months preceding the opening of an RMB Private Bank Account through this offer.

3. General

3.1. Offer Selection:

- 3.1.1. The customer is requested to choose an offer via a SMS / APP notification. The customer must choose an offer within the time period set out in the notification. If no response is received from the customer within the time period provided, the default offer of "No monthly account fee" will be applied.
- 3.1.2. A customer may only select one offer set out in Part A which will be final, and a customer may not amend or swap his/her chosen or defaulted offer once he/she has selected an offer or the default offer has been applied.
- 3.1.3. In the event that a customer declines an offer he/she will forfeit any offers available to him/her in respect to this Campaign.

3.2. RMB Private Bank reserves the right to immediately revoke any offer provided to a customer in the event:

- 3.2.1. the customer's RMB Private Bank Account or any other FirstRand Bank account or product held by the customer is no longer in good standing*;
- 3.2.2. the customer requests closure or abandons the RMB Private Bank Account before the expiration of the specific period for the selected offer; or
- 3.2.3. the customer fails to meet any of the Main Banked Criteria and/or Campaign Specific Criteria during any month during the specific period of the selected offer. Failure to meet any minimum criteria requirement(s) shall be considered a breach by the customer of these terms and conditions. In the event that RMB Private Bank does not revoke the offer, the customer may continue to achieve the Main Banked and Campaign Criteria in the subsequent months of his/her selected offer period in order to benefit from the selected offer. Note that no backdating of offers will occur for any months for which the Main Banked and/or Campaign Specific Criteria was not met.

3.3. The WesBank and DirectAxis offer:

- 3.3.1. The customer acknowledges and understands that he/she remains liable for his/her WesBank or DirectAxis monthly instalment, notwithstanding that he/she has chosen the Contextual offer. The customer will be rewarded in accordance with such offer upon meeting the Main Banked and Campaign Specific Criteria.



3.3.2. A customer acknowledges and understands that upon choosing a Contextual offer, the customer remains bound to RMB Private Bank for the 3 or 12 month period respectively. In the event that a customer has reached his/her maximum reward amount before the expiration of the 3 or 12 month period, respectively, and he/she subsequently closes or abandons his/her RMB Private Bank Account, he/she will remain liable to RMB Private Bank for the pro-rated portion which was paid to a customer as a reward.

3.3.3. Provided the customer achieves the Main Bank Criteria within a 90 calendar day period from date of opening the RMB Private Bank Account, any amounts paid as a reward for the chosen Contextual offer will be limited to either the 3 or 12 month period from the date that a customer achieves the Main Banked and Campaign Specific Criteria and is rewarded in the subsequent month. In the event that a customer is not rewarded for a particular month during the Contextual offer, the respective periods of each offer will not be extended by the month(s) which the customer did not receive the reward.

3.4. No monthly account fee:

3.4.1. The customer acknowledges and understands that he/she remains liable for the monthly account fee for the respective Account opened, notwithstanding that he/she has chosen the no monthly account fee offer. The monthly account fee shall be rebated to the customer upon meeting the monthly Main Banked and Campaign Specific Criteria during the 24 month period. If the customer does not qualify to receive the rebate of the monthly account fee and fails to make payment thereof, such failure to make payment will be considered an act of default by the customer.

3.4.2. In the instance of the Contextual offer and No monthly account fee offer and provided the above terms and conditions are met and the Main Banked and Campaign Specific Criteria has been achieved within the 90 calendar days from the time the customer opens his/her RMB Private Bank Account, the applicable reward or rebate will be processed for allocation to the customer's RMB Private Bank Account on the 15th of the following month and will continue to be allocated on the 15th of each subsequent month subject to the minimum monthly criteria requirements being maintained. Note, notwithstanding the above, the rebate of the monthly account fee may not always reflect on the 15th of the month. A customer may only receive a rebate for the monthly account fee if the customer has been charged the monthly account fee in the same month that the Main Banked and Campaign Specific Criteria was met.

3.4.3. These terms and conditions must be read with the terms and conditions applicable to the RMB Private Bank Account which is opened. Should there be a conflict between these terms and conditions and the terms and conditions for the RMB Private Bank Account, these requirements will prevail.

3.5. FNB eBucks offer:

3.5.1. Once the customer has chosen the FNB eBucks offer via SMS, he/she must first accept or decline the RMB Private Bank Switch Campaign terms and conditions ("terms"). An email will be sent to the customer requesting the customer to either accept or decline the terms within 10 days of receiving the email. By declining or failing to accept/decline the terms within 10 days, the eBucks offer will not be provided to the customer. Note: For customers whose email returns as undeliverable, the customer will be provided with the "No monthly account fee" offer as a substitute for the eBucks offer.



- 3.5.2. Provided the customer achieves the Main Banked and Campaign Specific Criteria within a 90 calendar day period from date of opening the RMB Private Bank Account, the full value of eBucks will be allocated to the customer on the 15th of the next month of meeting the Main Bank Criteria.
- 3.5.3. A customer who has chosen the FNB eBucks offer and subsequently requests closure or abandons his/her RMB Private Bank Account before the expiration of the 12 month period calculated from the time the customer receives the FNB eBucks offer, will remain liable to RMB Private Bank for the fee as set out in clause 3.2 above, and such fee will continue to be charged until the expiration of the 12 month period.
- 3.5.4. In the event that a fee is charged, such fee will be charged on the 15th of the following month. In the event the charge to the Account is unsuccessful the customer will be liable for any related charges or fees. A customer will be regarded as being in default for failure to make payment of the fee(s).
- 3.5.5. A failure to make payment of a fee(s) may result in an increased fee amount being charged over the remainder of the 12 month period.
- 3.6.2. Once the customer has chosen the FNB Connect offer via SMS, he/she must first accept or decline the RMB Private Bank Switch Campaign terms and conditions ("terms"). An email will be sent to the customer requesting the customer to either accept or decline the terms within 10 days of receiving the email. By declining or failing to accept/decline the terms within 10 days, the FNB Connect offer will not be provided to the customer. Note: For customers whose email returns as undeliverable, the customer will be provided with the "No monthly account fee" offer as a substitute for the FNB Connect offer.
- 3.6.3. The smartphone and the Top Up Go SIM card will be allocated on the 15th of the following month (delivery to the customer will occur within 7 to 10 working days thereafter) provided the customer achieves the Main Banked and Campaign Specific Criteria within a 90 calendar day period from date of opening the RMB Private Bank Account.
- 3.6.4. The SIM allocation will be valid for twenty-four (24) months from the date the smart phone and Top Up Go Sim card is delivered to the customer. The SIM allocation is allocated on a monthly basis for twenty-four (24) months, subject to FNB Connect Top Up Go SIM card terms and conditions.

3.6. FNB Connect offer:

- 3.6.1. This offer is available for a limited time from the date these RMB Private Bank Switch Campaign terms and conditions ("terms") are published until 13 November 2021. Notice of any amendments and/or extension to this offer will be found on RMB Private Bank's website. It remains the customer's responsibility to review the latest terms on the RMB Private Bank website.
- 3.6.5. The SIM allocation shall be valid for 30 (thirty) calendar days from the date of allocation. If any part of the SIM allocation is not used within the month of allocation, such balance of the SIM allocation will not be carried over to the following month.



- 3.6.6. Smartphones provided to customers are dependent on FNB Connect's availability of stock. A customer will be provided with the smartphone advertised at the time that the customer takes up this offer and will not have a choice as to the make, model, or colour of the smartphone. In the event that the advertised smartphone is out of stock, a similar smartphone will be provided to the customer.
- 3.6.7. A customer who has chosen the FNB Connect offer and subsequently requests closure or abandons his/her RMB Private Bank Account before the expiration of the 12 month period calculated from the time the customer receives the FNB Connect offer, will remain liable to RMB Private Bank for the fee as set out in clause 4.4 above, and such fee will continue to be charged until the expiration of the 12 month period.
- 3.6.8. In the event that a fee is charged, such fee will be charged on the 15th of the following month. In the event the charge to the Account is unsuccessful the customer will be liable for any related charges or fees. A customer will be regarded as being in default for failure to make payment of the fee(s).
- 3.6.9. A failure to make payment of a fee(s) may result in an increased fee amount being charged over the remainder of the 12 month period.
- 3.6.10. FNB Connect will deliver the smartphone and Top Up Go SIM card to the address provided by the customer.
- 3.6.11. If the courier company, is unsuccessful in delivering the offer to the customer (after standard contact attempts have been made), due to the customer's failure to accept delivery thereof for whatever reason, the customer will forfeit this offer and will be provided with the eBucks offer. The eBucks offer value is equivalent to the cost of the smartphone and it will not be based on the customer's eBucks level at the time of allocation.
- 3.6.12. The FNB Connect Top Up Go SIM Card Terms and Conditions apply. Visit the RMB Private Bank website for full Terms and Conditions.
- 3.6.13. A customer acknowledges and understands that by selecting the FNB Connect offer and accepting the smartphone and Top Up Go SIM card, the customer is bound and agrees to the FNB Connect General Terms and Conditions that governs the smartphone. For Full FNB Connect General Terms and Conditions: Go to the RMB Private Bank Website > Go to "About RMB Private Bank+Legal" tab > Click on "Product Terms and Conditions"
- 3.6.14. In the event of any conflict between these terms and the provisions set out in the FNB Connect General Terms and Conditions and FNB Connect Top Up Go SIM Card Terms and Conditions, the FNB Connect General Terms and Conditions and FNB Connect Top Up Go SIM Card Terms and Conditions will take precedence.
- *Good standing means that none of your RMB Private Bank, WesBank 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 RMB Private Bank, WesBank or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and RMB Private Bank, WesBank 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.
- IMPORTANT NOTICE: TAX IMPLICATIONS**
1. We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any offers and eBucks rewards obtained in respect of this Campaign.
 2. You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any offers and eBucks rewards due to you for participating in this Campaign.



3. You agree that you will not hold us, RMB Private Bank 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 offers and eBucks rewards or the charges in respect thereof.
- Customers may not take part in this Campaign if they have already participated in another Campaign similar to the purpose of this Campaign, either run by RMB Private Bank or RMB Private Bank, during the period of this Campaign. If a customer is presented with more than one similar campaign simultaneously, the customer may only participate in one of the similar campaigns at any one time.

IMPORTANT

- You agree to indemnify RMB Private Bank fully for any loss, damage, costs, expenses or injury suffered by or caused to it because of you breaching any terms and conditions set out herein. This means you agree to reimburse RMB Private Bank for any loss, damage, expenses and costs that it may incur. Such costs include legal costs on an attorney and own client scale.
 - You agree to indemnify RMB Private Bank for any loss or damage you or a third party may have suffered during the take up of the chosen offer and was a result of you breaching these terms and conditions and/or participating in this Campaign.
- RMB Private Bank has the right to end the offer(s) at any time. If this happens you agree to waive (give up) any rights that you may have with regards to this offer and agree that you will have no rights against RMB Private Bank).
 - RMB Private Bank reserves the right to change the terms and conditions of the Campaign.
 - RMB Private Bank can change the terms and conditions of the Campaign throughout its duration. For convenience only, the date on which these terms and conditions were last amended will be shown below the heading. It is your responsibility to check the terms and conditions for amendments.
 - The clauses in these terms and conditions are severable. This means that if any clause in these terms and conditions are found to be unlawful, it will be removed, and the remaining clauses will still apply.

GENERAL RULES

- Unless we say otherwise you must be at least 18 to participate in the Campaign.
 - No RMB or RMB Private Bank employee or employees of FirstRand Bank Limited may take part in this Campaign even if they qualify to take part.
 - In the event that RMB Private Bank finds that a person, after RMB Private Bank’s mandatory due diligence, may not open an Account or if a person is found not to meet the minimum qualifying criteria to qualify to open an Account, such person will not be eligible to participate in the Campaign.
 - The offer(s) may not be sold or given to someone else.
 - The offer(s) cannot be swapped for different offer(s).
 - Any marketing collateral received by customers in respect to the Campaign setting out the offers available will deem to have expired 3 (three) months from receipt thereof or as per the expiry date set out in the marketing collateral.
- While FNB may allow you extra time to comply with your obligations or decide not to exercise some or all FNB’s rights, or waive certain requirements, FNB can still insist on the strict application of any or all its rights at a later stage. You must not assume that this means that the terms and conditions have been changed or that it no longer applies to you.
 - You must send all legal notices to FNB-Legal Services, 9th Floor, FNB Place, Bank City, Johannesburg, 2001.
 - This offer(s) and its terms and conditions 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.
 - All offers are subject to the customer’s FNB account(s) as well as any other FirstRand Bank account or product the customer holds with FNB being maintained in good standing.