

## FNB Virtual Card: Spend and earn x2 eBucks Rewards at Clicks in April Campaign

### CAMPAIGN RULES

Date these rules were first published: 01 April 2023

Date these rules were last changed: N/A at this stage

Read these Campaign rules carefully. These Campaign rules (“rules”) explain your rights and duties in connection with this Campaign. If you take part in this Campaign and/or accept any prize, 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 Campaign rules. These terms and conditions must be read in conjunction with the partners terms and conditions.

<b>Campaign Name:</b>	<b>FNB Virtual Card: Spend and earn x2 eBucks Rewards at Clicks in April 2023</b>
<b>Promoter(s) Name(s):</b>	<p>This Campaign is run by FNB a division of FirstRand Bank Limited with Reg. No. 1929/001225/06 having its principal place of business at 1 First Place, Bank City, cnr Simmonds and Pritchard Streets, Johannesburg.</p> <p>In these rules reference to “promoter(s)” or “the promoter(s)” or “us” or “we” means FRB.</p> <p>Reference to “participants” means “you” and subject to the terms, conditions and the rules as set out below.</p>
<b>The Campaign Offers:</b>	<p>Earn double your eBucks when you spend online or in-store at Clicks using your qualifying FNB Virtual Card (excluding FNB PayU account holders)</p> <p><b><u>FNB Easy Smart/Bundle</u></b></p> <ul style="list-style-type: none"><li>• Use your FNB Virtual Card to pay at Clicks and receive double your monthly eBucks allocation.</li><li>• Earn up to eB1 000 (R100)</li><li>• Normal earn rules and spend limitations apply to earn from Clicks.</li><li>• Your additional earn will be allocated within 3 business days after your normal monthly earn allocation.</li></ul> <p><b><u>FNB Aspire</u></b></p> <ul style="list-style-type: none"><li>• Use your FNB Virtual Card to pay at Clicks and receive double your monthly eBucks allocation for your qualifying virtual card spend.</li><li>• Earn up to eB3 000 (R300)</li></ul>

	<ul style="list-style-type: none"> <li>• Normal earn rules and spend limitations apply to earn from Clicks.</li> <li>• Your additional earn will be allocated at the beginning of the new month.</li> </ul> <p><b><u>FNB Premier, Private Clients or Private Wealth</u></b></p> <ul style="list-style-type: none"> <li>• Use your FNB Virtual Card to pay at Clicks and receive double your monthly eBucks allocation for your virtual card spend.</li> <li>• Normal earn rules and spend limitations apply to earn from Clicks</li> <li>• Your additional earn will be allocated within 3 business days after your normal monthly earn allocation.</li> </ul> <p><b><u>Clicks Seniors</u></b></p> <ul style="list-style-type: none"> <li>• Double earn will be applicable to all qualifying virtual card purchases made on any day during the campaign period.</li> <li>• Normal earn rules and spend limitations apply to earn from Clicks.</li> <li>• Your additional earn will be allocated within 3 business days after your normal monthly earn allocation.</li> </ul> <p>A Virtual Card is a digital card that can be used for eCommerce transactions, in-app purchases, FNB Tap to Pay, Scan to Pay and all partner wallet (Apple Pay, Google Pay, Samsung Pay, Fitbit Pay, Garmin Pay, and SwatchPAY!) transactions.</p> <p>The use of the Virtual Card is subject to the Virtual Card Terms and Conditions which must be read in conjunction with these terms and conditions, as well as the Remote Banking agreements, where applicable, and may be viewed on the FNB website.</p>
<b>Campaign start date:</b>	00:00:01am on 01 April 2023
<b>Campaign closes:</b>	11:59:59pm on 30 April 2023 The promoter(s) reserve the right to end or extend the Campaign by amending these Campaign rules. Notice of this amendment will be posted in these rules
<b>Is there a limit?</b>	<ul style="list-style-type: none"> <li>• There is no limit on the number of redemptions (transactions). Every separate qualifying purchase made online at <a href="https://clicks.co.za/">https://clicks.co.za/</a> or in-store at Clicks using your FNB Virtual Card will earn double eBucks from 01 April to 30 April 2023.</li> </ul>

	<ul style="list-style-type: none"> <li>• The amount of eBucks earned is related to the account holding of the customer and the applicable earn rules related to that account.</li> <li>• The current double earn for selected accounts on Wednesdays is not affected, meaning that no additional earn will be allowed on Wednesdays. Please refer to full earn rules terms and conditions.</li> <li>• This campaign is subject to meeting the monthly qualifying criteria for the eBucks Rewards Programme.</li> <li>• Normal Earn rules and spend limitations apply available to view on the eBucks website.</li> <li>• Only transactions processed between 01 April 2023 at 00:00:01 am and 30 April 2023 at 11:59:59 pm will qualify for the additional earn.</li> </ul>
<b>Eligibility: Who qualifies to take part?</b>	<ul style="list-style-type: none"> <li>• This Campaign is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age or older at the time of making a purchase, has an FNB transactional account and is a qualifying member of the eBucks Rewards Programme.</li> </ul>
<b>Who cannot take part?</b>	<ul style="list-style-type: none"> <li>• Customers who do not meet the eligibility criteria above.</li> <li>• FNB Business accounts</li> <li>• FNB Easy PayU accounts</li> </ul>
<b>Data Usage and Privacy Policy</b>	<p>Participants in the Campaign understand and agree that, in order to offer the Campaign, we may collect and use personal information about participants. This personal information may include participants', first name, last name, email address, mobile number and in certain instances your image. Personal data, which participants provide when they enter the Campaign, may, subject to prevailing law, be used for future related marketing activity, unless you notify us that you wish to opt out of receiving such marketing communications. We will treat your information in total confidence and will not sell, share or rent this information to any other third parties. We will take measures to prevent unlawful access to, or unlawful processing of this personal information. We may disclose information if required to do so by law or if it is required to protect the safety, rights, or property of FNB Credit Card, FNB Fusion Card and FNB Debit Card, our members, customers or the public.</p>
<b>General</b>	<p>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 sole discretion at any time without liability. We</p>

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.

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 FNB 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 FNB's social media pages as well as in FNB 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 misrepresentation caused due to a copy error, typing error and/or omission that may occur on any of our campaign material.
<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 of any prize/s, awards and eBucks rewards 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. 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.</p>
<b>Rule Amendments</b>	<ul style="list-style-type: none"> <li>• These Rules cannot be modified or superseded except by us, in our reasonable discretion, in a written revision to these rules. Any modifications will be published on the website.</li> <li>• We reserve the right to extend the campaign by amending these campaign rules. Notice of this change will be posted in these rules.</li> <li>• The rules for this campaign may be found on FNB's website: <a href="https://www.fnb.co.za/about-fnb/legal-matters/promotions-terms-and-conditions.html">https://www.fnb.co.za/about-fnb/legal-matters/promotions-terms-and-conditions.html</a></li> </ul>
<b>Questions about these rules?</b>	Email us on <a href="mailto:creditcardpromotions@fnb.co.za">creditcardpromotions@fnb.co.za</a>

**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 mean 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. 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.
- 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 or b) took part in this Campaign.

## **GENERAL RULES**

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any reward.
- The reward may not be sold or given to someone else.
- The reward cannot be swapped for a different type of reward.
- You may not attempt to do anything to change the outcome of the Campaign in any way.
- The promoter(s) decision is final and no correspondence will be entered into. This means you cannot appeal any decision by the promoter(s).
- 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) 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 Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg.
- 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.