



Date these rules were first published: 24/11/2022

Date these rules were last changed: 24/11/2022

Read these campaign rules carefully. These campaign rules (“rules”) explain your rights and duties under this campaign. If you take part in this campaign or accept any prize, these rules will apply to you, and you agree that the person running the campaign (“the promoter/s” or “FNB”) can assume that you have read and agreed to be legally bound by these campaign rules.

1. The Money Maximiser Black Friday Campaign – is organised and conducted by First National Bank of Namibia Ltd (“FNB”).
2. The Campaign will run from 25 November 22 at 00:00:01 and will strictly close on 23 December 2022 at 23:59:59. Transactions made after the closing date will not be considered by FNB for this campaign.

WHO CAN QUALIFY?

3. The Campaign is open to existing to bank and all new to bank FNB Account holders.
4. Existing Money Maximiser clients with balances below the current minimum deposit of N\$100,000.00 will not qualify for the 6% interest.
5. Closure of an existing Money Maximiser account below the current threshold of N\$100,000.00 and opening of a new one under the campaign offering is not encouraged.
6. All new Money Maximiser accounts opened during the campaign period automatically qualifies.
7. By entering this campaign, all participants agree to be bound by these terms and conditions, and FNB’s decision regarding any issue with the campaign will be final and binding and no correspondence will be entered into.

HOW TO QUALIFY?

1. A minimum opening deposit of N\$50,000.00 is required to qualify for the 6% interest rate. The 6% interest rate is fixed subject to future money market rate changes.
2. If your balance falls below N\$50,000.00 you forfeit the 6% interest rate.
3. Funds to be transferred immediately or within the campaign period, no reservation of special offer.
4. FNB does not accept any responsibility for any transaction that is not delivered, received, or is delayed or damaged due to technical reasons, including telecommunication failure on the part of the participant’s service provider, or otherwise.

PUBLICITY AND DATA PRIVACY

5. By entering the Campaign, a participant acknowledges that personal information about him/her will be shared with FNB and their agents to the extent necessary to conduct the Campaign.
6. The prize winner must accept that his/her name and/or likeness may be announced in FNB’s media publications or on the Internet for publicity or advertising purposes without additional compensation, except where prohibited by law.

GENERAL

7. FNB reserves the right to shorten, extend, suspend the time period of the Campaign or terminate the Campaign whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Campaign, its prizes, and terms and conditions may be amended by FNB, at any time during the Campaign, and will be applied and interpreted within its sole discretion. In such an event, all participants waive any rights that they

may have/purport to have in terms of this Campaign and acknowledge that they will have no recourse against FNB whatsoever.

8. All publicity and other materials will be the sole property of FNB.

NB: Please note that the following terms require you to take on risk, limit the liability of FNB and indemnify FNB. Please read them carefully and contact FNB if you have any questions!

9. FNB is not liable for any technical failures affecting participation in the campaign and they assume no liability in this regard.
10. To the fullest extent permitted by law, by participating, the participant indemnifies, releases and agrees to hold harmless FNB, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the Campaign, any Campaign-related activity and/or acceptance, receipt, possession or use/misuse of any prize.
11. To the extent permitted by law, FNB will not be liable in any way whatsoever, for any claims arising from loss, injury, damage or costs, suffered by a participant in relation to this Campaign or the prizes offered, including but not limited to claims relating to defects in the prizes or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by participants.
12. FNB will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
13. Namibian law shall govern these campaign terms and conditions and the courts of Namibia shall have exclusive jurisdiction.

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 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 will protect the promoter(s) from being held legally responsible for the loss or damage or legal expenses of another person (natural or legal), if such loss, damage or expense was incurred because you: a) breached the campaign rules; or b) took part in this campaign; or c) any person used a prize.**
- If the promoter(s) are not able to get hold of you after making reasonable efforts to do so, or you do not claim your prize on time, you will lose your prize and the judges may award it to someone else.
- 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

For the attention: The Group Legal Advisor
@Parkside, 130 Independence Avenue, Windhoek, Namibia

TAX IMPLICATIONS

14. We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, transfer or spend of any prizes and/or awards obtained in respect of this Campaign. You are fully responsible for any tax implications arising from or associated with any receipt, transfer or spend of any prize/s, awards and Cash rewards due to You participating in this Campaign.
15. You agree that You will not hold FNB, its Shareholders, Directors, Employees, Agents and/or Affiliates ("the Bank") liable and 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 and/or awards or the charges in respect thereof.