



## FNB “Future Account Competition” – COMPETITION RULES

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

<b>Competition Name:</b>	FNB “Future Account Competition” Competition
<b>Promoter(s) Name(s):</b>	<p>The promoters of this competition are FNB Namibia Limited.</p> <p>FNB refers to First National Bank of Namibia Limited, a division of FirstRand Namibia Limited with Reg. No. 2002/0180.</p> <p>In these rules, we refer to the above promoter(s) as “the promoter(s)”. We refer to participants and winners as “you”.</p>
<b>Entries open and close:</b>	<p>Entries open at 8h00 on 12 February 2024 and will close at 23h59 on 02 March 2024.</p> <p>The promoter(s) reserves the right to extend the competition.</p>
<b>Who cannot take part?</b>	<p>The following persons may not take part in this competition even if they qualify to take part. They will forfeit (give up) any prizes awarded to them:</p> <ul style="list-style-type: none"><li>a) Any director, member, partner, agent, staff member of, or consultant of the promoter(s).</li><li>b) Any other person who directly or indirectly controls the promoter(s).</li><li>c) Any employee of the promoter(s).</li><li>d) The spouse, life partner, siblings, children, or parents of any of the persons named in a, b, or c.</li></ul>
<b>How to enter and qualifying criteria?</b>	<p>Entry into this competition is automatic for all customers that open a new FNB Future Account between 12 February 2024 and 02 March 2024, activate the account by depositing into your new FNB Future Account (a minimum amount of N\$50).</p> <p>Normal account opening procedures prevail – For under 16’s the parent/guardian must open on behalf of the child by presenting original ID/Passport and child’s original full birth certificate. For over 16’s the account can be opened by the child by presenting original Namibian ID/Passport.</p>
<b>Is there a limit on the number of times you can enter?</b>	One entry per Future account based on meeting criteria above.
<b>What is the prize?</b>	One of 18 Samsung A3 Core smartphones over a period of 18 days.
<b>How will winner(s) be chosen?</b>	<p>FNB will be conducting the draws. 18 winners will be selected, 1 x daily winner for new Future Account customers over the period of 18 days. Each draw will consist of a randomiser to pick any one customer who meets the following criteria:</p> <ul style="list-style-type: none"><li>a) New FNB Future Account holder in good standing.</li></ul>
<b>How and when will winner(s) names be announced, and prize details communicated?</b>	<p>Winners will be notified directly by call or SMS on the following dates and their names will be announced via social media.:</p> <ul style="list-style-type: none"><li>a) Within 2 weeks after the draw is done</li></ul> <p>You hereby consent to the disclosure of your name and surname as a winner in this competition.</p> <p>Please note: Whilst prize winners names and surnames will be announced on social media platforms, they may further be required to take part in publicity for the competition, including the use of their images.</p>

<b>Questions about these rules</b>	Should you have any queries related to the above competition you may contact FNB Marketing Division by calling 061 2992222
<b>Tax implications for incentives</b>	<p><b>IMPORTANT NOTICE: TAX IMPLICATIONS</b>          We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt or transfer of any prize/s obtained in respect of this incentive.</p> <p>You are fully responsible for any tax implications arising from or associated with any receipt, transfer of any prize/s due to you for participating in this incentive.</p> <p>You agree that you will not hold FNB Namibia Ltd. ("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 and awards or the charges in respect thereof.</p>
<b>Data Usage and Privacy Policy</b>	You can view the applicable Privacy Notices at: FNB – <a href="https://www.fbnamibia.com.na/legal/privacyPolicy.html">https://www.fbnamibia.com.na/legal/privacyPolicy.html</a>

**GENERAL RULES THAT APPLY**

- If you fail to comply with any part of these rules you will be disqualified, and you will forfeit any prize(s).
- You may not attempt to do anything to change the outcome of the competition in any way.
- You agree that the promoter(s) have the absolute discretion to decide if your actions constitute any of the actions prohibited above and to end your participation in the competition immediately and take appropriate legal action against you.
- The promoter(s) can put in place such technical or other remedies it considers appropriate to prevent abuse, or to protect any sites or systems or other users.
- The prizes cannot be swapped for cash or a different prize and may not be sold or given to someone else.

**IMPORTANT:**

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the competition 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 competition 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 competition 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 competition rules; or b) took part in this competition; or c) any person used a prize.
- The decision of the promoter(s) is final, and no correspondence will be entered into. This means you cannot appeal any decision.
  - The promoter(s) have the right to amend these competition rules and/or end this competition at any time. If this happens you agree to waive (give up) any rights that you may have about this competition and agree that you will have no rights and claims against the promoter(s).
  - 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, @ Parkside, Independence Avenue, Windhoek
  - This competition and its rules will be governed by the law of the Republic of Namibia regardless of where you live or work, or where or how you enter.
  - These rules will be applied and interpreted by the promoter(s) and their decision regarding any disputes relating to the meaning and/or content of the rules will be final and binding.
  - The use and processing of personal information will be subject to FirstRand's Privacy Notice