



FNB ZAMBIA STREAMING SUBSCRIPTION REBATES PROGRAM

TERMS & CONDITIONS

General

ACCEPTANCE

The FNBZ Streaming Subscription Rebates Programme ("The Rebates Programme") is offered by FIRST NATIONAL BANK ZAMBIA LIMITED ("The Bank").

These Terms and Conditions constitute an agreement between you ("The Customer") and the Bank and governs Your and Our rights and obligations in respect of the Rebates Programme.

You acknowledge that You have read and understood the Rules of the Rebates Programme and have accepted these Terms and Conditions. You further agree that We can share your personal data relevant for The Rebates Programme with our affiliates in the ordinary course of business.

PARTICIPATION IN THE REBATES PROGRAMME IS FREE

We will not charge You:

- to earn streaming subscription rebates;
- a joining fee; or
- any periodic or annual membership fees.

RULES RELATING TO THE PARTICIPATION AND EARNING OF CASH BACK IN THE FNBZ STREAMING SUBSCRIPTION REBATES PROGRAMME

To qualify for the Rebates Programme

- The customer must have an active Smart, Gold, Platinum or Private Clients account
- The customer must ensure that their customer profile and qualifying active account is in good standing. This means that the account should not be overdrawn, in arrears or in default, and that the customer is not undergoing sequestration or any legal process
- The customer must meet the required sufficient monthly turnover/deposits. Here are the minimum qualifying monthly deposit amounts for each product type:
 - Smart: ZMW2,500
 - Gold: ZMW6,500
 - Platinum: ZMW20,000
 - Private Clients: ZMW42,500



How to earn the 10% rebate

- The customer must make their monthly or annual streaming subscription (Netflix, Showmax, or Amazon Prime) payment using their FNB card

How will we process the rebate?

- We will process the rebate by paying cash back into the relevant customer account.
- The rebate for the month will be payable monthly by the 15th day of each subsequent calendar month.

How will we deal with claims for non-payment of the rebate?

- We will refund customers for any erroneously un-paid rebates provided that the customer reports this to us within 3 months of the pay-out date relating to that transaction. Take note that claims will be subject to further investigations to ascertain validity.

REGISTRATION FOR THE FNBZ STREAMING SUBSCRIPTION REBATES PROGRAMME

If You hold a Qualifying FNB account you are automatically registered for The Rebates programme.

IMPORTANT NOTICE: TAX IMPLICATIONS

We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt of any cash rewards. You are fully responsible for any tax implications arising from or associated with any cash rewards received by you as a participant in the Rebates Programme.

You agree that You will not hold 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, losses, claims and fines arise out of or are connected to any taxation relating to Your receipt of any cash rewards.

VARIATION OF AGREEMENT

You agree that these Terms and Conditions (as updated from time to time) will be binding on You every time that You access the Website and/or use the Rebates Programme. The place of conclusion of these Terms and Conditions will irrefutably be presumed to be at our main place of business in Lusaka, Zambia.



ENDING YOUR PARTICIPATION IN THE FNBZ STREAMING SUBSCRIPTION REBATES PROGRAMME AND OTHER PENALTIES

We may end Your participation in the Rebates Programme at any time and for any reason, on notice to You. If:

- We believe Your behaviour was inappropriate, constituted misconduct and/or is
- considered an abuse of the Rebates Programme;
- You breached these, or any other, terms and conditions relevant to the Rebates Programme; or
- a fraudulent transaction was conducted directly or indirectly by You;

Such termination will not affect instructions given to Us and not yet carried out.

- But:

We reserve the right and without prejudice to any of Our other rights and remedies in terms of these Terms and Conditions and in law, to be exercised in Our sole discretion:

- That you Forfeit all the cash back earned in the relevant period;
- To Immediately terminate Your participation in the Rebates Programme;
- To permanently disqualify You from accessing any discounts; and
- To reverse or cancel any transaction relating to the aforementioned conduct and hold You liable for any value which You may have received in terms of such conduct.

If We terminate Your participation in the Rebates Programme, We will not be liable for any damages of any nature suffered by You or any third party. Once We have terminated Your participation in the Rebates Programme You shall not be entitled to again join the Rebates Programme, unless We approve, in writing, your written request to re-join the Rebates Programme. Any re-joining without Our written approval may, in Our sole discretion, be declared null and void.

You may end Your participation in the FNB Rewards Programme by calling us on 260211366800/ 260211366362

NOTICES, CONFIRMATION AND STATEMENTS

You agree that publishing a notice on the Website or sending You a notice once You log into the Website, or via email, SMS or post will constitute sufficient notice to You.

Please remember that You are responsible for providing Us with Your most up-to-date contact details, as and when they change.



For contractual purposes, You consent to receive communications from Us electronically and You agree that all agreements, notices, disclosures and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing.

Should You fail to raise an objection with Us within 24 (twenty-four) hours after We have sent You a notice, You will be considered to have accepted the transaction or new setting as being valid and binding in all respects.

MODIFICATION, SUSPENSION OR TERMINATION OF THE FNBZ STREAMING SUBSCRIPTION

REBATES PROGRAMME

We may, in whole or in part, change, suspend or discontinue providing the Rebates Programme at any time at Our sole discretion. We will however, notify You of this, within a reasonable time of these changes being made.

AMENDMENTS TO TERMS AND CONDITIONS

We may amend the Terms and Conditions and any other terms and conditions on the Website from time to time. If You use the Rebates Programme after We have posted an amended version of any terms and conditions on Our Website, we will be entitled to assume that You have agreed to be bound by the amended version of the relevant terms and conditions for convenience only, the date on which the Terms and Conditions were last amended is shown below the main heading of these Terms and Conditions.

CESSION

Unless expressly otherwise stated in these Terms and Conditions, you will not be entitled to cede, sub-contract and/or delegate any of Your rights or obligations under these Terms and Conditions, without Our prior written consent.

We and our successors in title shall, at any time, in Our sole discretion, be entitled to cede, assign and/or sub-contract all or any of Our rights and obligations in terms of these Terms and Conditions to any third party, without prior notice and/or approval to You.

THE LAW GOVERNING OUR RELATIONSHIP

These Terms and Conditions are subject to the laws of Zambia.

OTHER

If any of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

First National Bank Zambia Limited is a licenced commercial bank.



These Terms and Conditions constitute the entire agreement between You and Us with regard to the use of the Rebates Programme.

The headings appearing in these Terms and Conditions are inserted for convenience only and will not be taken into account when interpreting these Terms and Conditions.

Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of the applicable Terms and Conditions.

Where dates and times need to be calculated under these Terms and Conditions, the international standard time (GMT) plus 2 (two) hours will be used.

Any failure or delay on Our part to exercise any of Our rights will not constitute a waiver of such right.

A certificate issued by Our Website administrator and/or legal manager will serve as proof of the version of the Terms and Conditions and/or any other terms and conditions on the Website, which applied to Your use of the Rebates Programme at a specific date.

The rule of interpretation that a contract will be interpreted against the party responsible for the drafting or preparation of a contract will not apply to these Terms and Conditions.

Save as expressly provided otherwise in these Terms and Conditions, no variation, amendment or consensual cancellation of these Terms and Conditions, including this clause, and no settlement of any disputes arising under these Terms and Conditions and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of these Terms and Conditions will be binding or have any force and effect unless reduced to writing and posted on this Website or alternatively signed by Our representative.



TERMS DEFINITIONS

Active	The status of your FNB Qualifying Account as determined by the rules of the programme
Affiliate	Any division, subsidiary, affiliate or its assigns of FNB or such subsidiary or affiliate's division, subsidiary, affiliate or its assigns and so forth.
Disclaimer(s)	Our Disclaimers, Waivers and Limitation of Liabilities provisions which can be found at https://www.fnbzambia.co.zm/about-fnb/terms-and-conditions/website-disclaimer.html
Rebates Programme	Means the rewards programme operated by Us whereby cash rewards may be earned by participants
FNBZ	First National Bank Zambia Limited
Good Standing	Subject to any specific rules to the contrary, good standing means: all your FNB accounts and credit agreements must be in good standing. This means that none or your FNB accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB Legal process means any legal proceedings in any court of law involving you and FNB, including but not limited to: collections, liquidation and sequestration proceedings.
Participant(s)	An FNB Customer who has been registered for the Rebates Programme
Networks	All mobile network providers available through FNB Electronic Channels.
Privacy Policy	Our Privacy Policy can be found at https://www.fnbzambia.co.zm/about-fnb/terms-and-conditions/privacypolicy.html
Qualifying Accounts	The FNB accounts as determined by Us from time to time. Presently this means FNB Smart Accounts, FNB Gold Cheque Accounts, and FNB Platinum Cheque Accounts and FNB Private Clients Accounts that are Active.
Qualifying Criteria	The qualifying criteria associated with the Qualifying Accounts as determined by Us from time to time.
SMS	Short Messaging Service is a message sent to a designated cellular phone
Terms and Conditions	These terms and conditions as amended, novated, supplemented, varied or replaced from time to time, applicable to the FNB Rebates Programme and all Our products and services and must be read in conjunction with all other relevant terms and conditions on the Website, product and service specific terms and conditions, Our Privacy Policy, Our Disclaimers, Waivers and Limitation of Liability provisions.



Website	The website which may be accessed at the universal resource locator https://www.fnbzambia.co.zm The Website consists of Our various web pages
"Our" "Us" "We"	First National Bank Zambia Limited