

# FNB REWARDS PROGRAMME TERMS & CONDITIONS

Last updated 16 November 2015

## General

### ACCEPTANCE

The FNB Rewards Programme is offered by FIRST NATIONAL BANK ZAMBIA LIMITED ("Us", "We").

These Terms and Conditions constitute an agreement between you the Member ("You") and Us and governs Your and Our rights and obligations in respect of the FNB Rewards Programme.

You acknowledge that You have read and understood the Rules of the FNB Rewards Programme and have accepted these Terms and Conditions. , You agree to Us sharing certain of Your personal information within Our Affiliates in the ordinary course of Our business.

**IMPORTANT: Kindly note that all words/terms which start with a capital letter have further been defined in the DEFINITIONS clause which You can find at the end of these Terms and Conditions.**

### FNB REWARDS IS FREE

We will not charge You:

- to earn FNB Rewards;
- a joining fee; or
- any periodic or annual membership fees.

### RULES RELATING TO THE EARNING OF FNB REWARDS

We have certain Rules which must be met. These Rules are available at [www.fnbzambia.co.zm](http://www.fnbzambia.co.zm) or any branch and sets out

- the rate at which You may earn FNB Rewards;
- the criteria that You are required to comply with in order to qualify to earn and continue earning FNB Rewards ; and
- the rules regarding the backdating of FNB Rewards earned, which may not be for a period exceeding 6 (six) months.
- We have the right to change the Rules from time to time.

### ELIGIBILITY FOR THE FNB REWARDS PROGRAMME

You will only be eligible for the FNB Rewards programme if You hold a Qualifying FNB account and meet the qualifying criteria as set out by Us from time to time.

## REGISTRATION FOR THE FNB REWARDS PROGRAMME

If You hold a Qualifying FNB account you will automatically registered for the FNB Rewards 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 being a Member of, or participating in, the FNB Rewards Programme.

You agree that You will not hold Us, FIRST NATIONAL BANK ZAMBIA 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, 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 FNB Rewards 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 FNB REWARDS PROGRAMME AND OTHER PENALTIES

We may end Your participation in the FNB Rewards 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 FNB Rewards Programme;
- You breached these, or any other, terms and conditions relevant to the FNB Rewards 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 Your FNB Rewards earned;
- To Immediately terminate Your Membership to the FNB Rewards 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 have received in terms of such conduct.

If We terminate Your participation in the FNB Rewards 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 FNB Rewards Programme You shall not be entitled to again join the FNB Rewards Programme, unless We approve, in writing, Your written request to re-join the FNB Rewards 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 0211366800/899

## **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 FNB REWARDS PROGRAMME**

We may, in whole or in part, change, suspend or discontinue providing the FNB Rewards 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 FNB Rewards 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.

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

## Definitions

TERMS	DEFINITIONS
<b>Active</b>	The status of your FNB Qualifying Account as determined by the rules of the programme
<b>Affiliate</b>	Any division, subsidiary, affiliate or its assigns of FNB or such subsidiary or affiliate's division, subsidiary, affiliate or its assigns and so forth.
<b>Disclaimer(s)</b>	Our Disclaimers, Waivers and Limitation of Liabilities provisions which can be found at <a href="https://www.fnbzambia.co.zm/about-fnb/terms-and-conditions/website-disclaimer.html">https://www.fnbzambia.co.zm/about-fnb/terms-and-conditions/website-disclaimer.html</a>
<b>FNB Rewards</b>	Means the rewards programme operated by Us whereby cash rewards may be earned by Members
<b>FNB</b>	FIRST NATIONAL BANK ZAMBIA LIMITED
<b>Good Standing</b>	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 of 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.
<b>Member(s)</b>	A person who has been registered for the FNB Rewards Programme.
<b>Networks</b>	All mobile network providers available through FNB Electronic Channels.
<b>Our</b>	FIRST NATIONAL BANK ZAMBIA LIMITED
<b>Privacy Policy</b>	Our Privacy Policy can be found at <a href="https://www.fnbzambia.co.zm/about-fnb/terms-and-conditions/privacy-policy.html">https://www.fnbzambia.co.zm/about-fnb/terms-and-conditions/privacy-policy.html</a>
<b>Qualifying Account(s)</b>	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 that are Active.
<b>Qualifying Criteria</b>	The qualifying criteria associated with the Qualifying Accounts as determined by Us from time to time.
<b>SMS</b>	Short Messaging Service is a message sent to a designated cellular phone
<b>Terms and Conditions</b>	These terms and conditions as amended, novated, supplemented, varied or replaced from time to time, applicable to the FNB Rewards 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.
<b>Us</b>	FIRST NATIONAL BANK ZAMBIA LIMITED
<b>We</b>	FIRST NATIONAL BANK ZAMBIA LIMITED
<b>Website</b>	The website which may be accessed at the universal resource locator <a href="https://www.fnbzambia.co.zm">https://www.fnbzambia.co.zm</a> . The Website consists of Our various web pages.