

Please read these competition terms and conditions (the “rules”) carefully as it explain your rights and duties under the FNB Visa Swipe/Tap to Pay competition (the “Competition”).

By participating in the Competition and/or accepting any prize in terms of the Competition, you agree that you have read and understood the rules and that you are legally bound to the rules.

1. The Competition is organised and conducted by First National Bank of Namibia Ltd (“FNB”).
2. The Competition will run from 15 November 2021 at 00:00:01 and will strictly close on 15 February 2022 at 23:59:59. Any transactions made / processed after the closing date will not be considered by FNB for the competition.

WHO CAN QUALIFY?

3. The Competition is open to all FNB Namibia Cardwise, BankWise and Lifestyle Account holders, as well as FNB Namibia Credit Card Account holders that are in good standing.
4. Participants must be in possession of a valid Namibian Identity Card or Namibian Passport.
5. Participants who are directors, members, partners, employees, agents, or consultants of FNB, its subsidiaries, holding companies, divisions and/or associated companies of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by FNB, will not qualify to participate in the Competition and will also not be eligible for any prizes.
6. By entering this Competition, all participants agree to be bound by these terms and conditions, and FNB’s decision regarding any issue with the Competition will be final and binding and no further correspondence will be entered.

HOW TO QUALIFY?

7. To qualify, participants need to swipe and/or tap with their FNB Debit and/or FNB Credit Card on any Point-of-Sale device at any service provider / merchant with such a device.
8. Participants must swipe or tap their FNB Debit and/or FNB Credit Card at least 3 (three) times during the Competition period to automatically qualify for the draw.
9. Winners will be determined based on the minimum required number of swipes and/or taps during the Competition period.
10. FNB does not accept any responsibility for any transaction that is not delivered, received, processed, or is delayed or damaged due to technical reasons, including telecommunication failure on the part of the service provider / merchant, or otherwise.
11. Participants acknowledge and agree that any swipe or tap may incur costs and/or other charges, ordinarily associated with using a FNB Debit and / or FNB Credit Card.

PRIZES

12. The prizes consist of 10 (ten) monthly N\$5,000.00 (Five Thousand Namibia Dollars) cash prizes of which 5 (five) prizes per month shall be awarded to FNB CardWise/BankWise/Lifestyle Debit Card holders and 5 (five) prizes per month shall be awarded to FNB Credit Card holders, with 2 (two) additional prizes of N\$ 5,000.00 (Five Thousand Namibia Dollars) each for the month of December 2021.
13. The Cash prizes shall be paid into the winner's FNB CardWise/BankWise/Lifestyle Debit or FNB Credit Card account.
14. There will be 3 (three) monthly draws in total, one monthly for each category.
15. Draws to take place on a date to be determined in FNB's sole discretion
16. Each draw will consist of a randomiser to pick the participant who has won for swiping and/or tapping 3 (three) times or more totalling 10 (ten) winners each month and 32 (thirty-two) winners over the period of 3 (three) months.
17. Only 1 (one) win per participant, whether Debit or Credit card.
18. Winners will be announced by call or SMS on the first week of the month following the draw.
19. The prizes do not cover any other costs of the winner whatsoever.
20. The prize is limited to cash which will be paid into the winners respective FNB accounts used for swiping / tapping.
21. FNB reserves the right to substitute the prizes for an alternative prize of equal or greater value.
22. FNB will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
23. FNB reserves the right to withhold prizes in the event that it reasonably believes, in its sole discretion, that the winner is not eligible to win, has contravened any of these terms and conditions, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize. In this instance the winner will be disqualified and forfeit the prize. FNB's decision shall be final, and no correspondence will be entered.

PUBLICITY AND DATA PRIVACY

24. By entering the Competition, a participant acknowledges that personal information about him/her will be shared with FNB and their agents to the extent necessary to conduct the Competition.
25. 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

26. FNB reserves the right to shorten, extend, suspend the period of the Competition or terminate the Competition 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 Competition, its prizes, and terms and conditions may be amended by FNB, at any time during the Competition, 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 Competition and acknowledge that they will have no recourse against FNB whatsoever.
27. 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.

28. FNB is not liable for any technical failures affecting participation in the Competition and assume no liability in this regard.
29. To the fullest extent permitted by law, by participating in this Competition, 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 Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.

30. 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 Competition 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.
31. FNB will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
32. Namibian law shall govern these competition terms and conditions and the courts of Namibia shall have exclusive jurisdiction.

IMPORTANT:

- **You agree to indemnify FNB and/or the promoter(s) fully for any loss or damage FNB and/or the promoter(s) may suffer because you breached the competition rules. This means you agree to reimburse FNB and/or the promoter(s) for the following: any loss or damage they suffer, any expenses and costs they paid or are responsible for. Legal costs shall mean costs on an attorney and own client scale.**
- **You also agree to indemnify FNB and/or 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 FNB and/or the promoter(s) legally responsible for any loss or damage or legal expenses you suffered because you participated in this competition or used the prize.**
- **You will protect FNB and/or 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) participated in this competition; or c) any person used a prize.**
- If FNB and/or 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 FNB and/or the promoter(s) may allow you extra time to comply with your obligations or decide not to exercise some or all its rights, or waive certain requirements, FNB and/or the promoter(s) can still insist on the strict application of any or all 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.
- All legal notices to be forwarded to:

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

TAX IMPLICATIONS

33. 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 Competition. 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 Competition.
34. You agree that you will not hold FNB, its Shareholders, Directors, Employees, Agents and/or Affiliates 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.