



# FNB Rewards Programme

## Terms & Conditions

### 1. ACCEPTANCE

- 1.1 The FNB Rewards Programme (“Rewards Programme”) is brought to Members (“you”) by First National Bank of Namibia Limited (“us”, “we”, “FNB Namibia”), a banking institution duly incorporated and registered in accordance with the applicable laws of Namibia.
- 1.2 These Terms and Conditions (T&Cs) constitute an agreement between you and us, and govern both parties’ rights and obligations once you become a Member of the Rewards Programme and/or each time you access or use the Rewards Programme.
- 1.3 By participating in and using the Rewards Programme, you acknowledge that you have read, understood and agreed to these Terms and Conditions, and that you have consented to us sharing certain of your personal information within our Affiliates in the ordinary course of our business.

### 2. INTERPRETATION

- 2A **IMPORTANT:** Kindly note important words/terms which start with a capital letter have further been defined in the DEFINITIONS (3) clause.
- 2.1 These Terms and Conditions must be read in conjunction with all other relevant T&Cs relating to the use of FNB Namibia Electronic Channels, all other T&Cs relating to Qualifying Accounts and Qualifying Purchases made, our Privacy Policy and T&Cs applicable to the remainder of your banking relationship with FNB Namibia. All of these T&Cs are available on our website: [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na).
- 2.2 If a conflict or inconsistency exists between these T&Cs and the above mentioned other T&Cs, this document outlining T&Cs specifically for the Rewards Programme will prevail to the extent of the conflict or inconsistency.

### 3. DEFINITIONS

- 3.1 **Active:** The status of your Qualifying Account as determined by FNB Namibia.
- 3.2 **Affiliate(s):** Any affiliated partner with whom we have a contract in place. This includes any subsidiary, holding company (or a subsidiary of the holding company) of FNB Namibia, or any entity that controls, is controlled by or is under common control with FNB Namibia. The terms “subsidiary” and “holding company” shall have the meaning assigned thereto in Chapter 1 of the Companies Act 28 of 2004, as may be amended or substituted from time to time.
- 3.3 **Banking Behaviour:** Your transactional behaviour used to determine your Rewards Level, which in turn will determine the percentage values on which your Rewards will be earned. This transactional behaviour is determined by FNB Namibia in relation to your applicable qualifying products.
- 3.4 **Business Days:** All weekdays - Monday to Friday inclusive, but excluding Saturdays, Sundays and all Public Holidays as defined in the Public Holidays Act 26 of 1990, as may be amended or substituted from time to time.
- 3.5 **Cash Back:** The Rewards to be earned by a Member in accordance with the Rewards Programme, and paid out in Namibian Dollars into said Member’s Savings Pocket.
- 3.6 **Rewards Programme:** The customer incentive programme from FNB Namibia, whereby Rewards in Namibian Dollars may be earned by and paid into said Members’ Saving Pocket.
- 3.7 **Good Standing:** This means that none of your accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB Namibia. Subject to any specific Qualifying Account rules to the contrary, that all your FNB Namibia accounts and credit agreements must be in good standing.
- 3.8 **Legal process:** Any recovery or legal proceedings in any court of law involving you and FNB Namibia, including but not limited to: collections, liquidation and sequestration proceedings.
- 3.9 **FNB Namibia:** First National Bank of Namibia Limited, having Registration number 2002/0180.
- 3.10 **Member(s):** A legal resident of Namibia who is a natural person over the age of 18 years old, holds a Qualifying Account and who has been registered for the Rewards Programme. This does not include Business Members, created entities (corporate or unincorporated and legal entities duly incorporated in accordance with the company laws of Namibia) unless the context otherwise requires.
- 3.11 **Namibian Dollar:** The basic unit of money (currency) in Namibia.
- 3.12 **Privacy Policy:** Our Privacy Policy. Interested parties can access a copy at any of the FNB Namibia branches, or on our Website [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na).
- 3.13 **Qualifying Account(s):** Any qualifying account from FNB Namibia, selected for the Rewards Programme, including but not limited to a Gold Lifestyle Account, Platinum Lifestyle Account, Senior Lifestyle Account, Private Wealth Account and Private Clients Account.
- 3.14 **Qualifying Criteria:** Criteria associated with the Qualifying Accounts, as determined by FNB Namibia from time to time. These criteria determine your eligibility to join the Rewards Programme.



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- 3.15 *Spend Caps*: Means the maximum amount up to which customers are rewarded on their spend.
- 3.16 *Qualifying Purchases*: The purchases you make through the FNB Namibia Electronic Channels, and/or FNB Credit card, and/or FNB Debit card swipes, that would qualify you to earn Rewards off of, and spend before any caps are applied. You would need to meet the specific Qualifying Criteria applicable to your Qualifying Account, in order to earn Rewards off of Qualifying Purchases.
- 3.17 *Rewards Rate*: The total fixed percentage value of Rewards, that you earn back off of a Qualifying Purchase. This is determined in accordance with your Rewards Level.
- 3.18 *Savings Pocket*: The FNB Namibia Savings Pocket is a free savings account, into which said Member's Rewards are paid. The Savings Pocket is linked to your Primary Transactional Account, which will be automatically opened for you in order to receive any Rewards that you may have earned. If you are a new customer, the Savings Pocket will be linked to your Primary Transactional Account and automatically opened upon Primary Transactional Account opening. The Savings Pocket is a non-transactional account and is free of any charges. For more information, please refer to the Savings Pocket Rules available on our website [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na).
- 3.19 *Terms and Conditions* (T&Cs): Terms and Conditions as amended, novated, supplemented, varied or replaced from time to time, applicable to the Rewards Programme. These Terms and Conditions must be read in conjunction with all other relevant T&Cs relating to the use of FNB Namibia Electronic Channels, all other T&Cs relating to Qualifying Accounts and Qualifying Purchases made, our Privacy Policy and T&Cs applicable to the remainder of your banking relationship with FNB Namibia. All of these T&Cs are available on our website: [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na).
- 3.20 *Website*: The FNB Namibia website, available at [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na)

#### 4. EARNING REWARDS

- 4.1 To qualify for participation in the Rewards Programme, customers must meet the Qualifying Criteria applicable to their specific Qualifying Accounts. If at any point in time, any of the Qualifying Criteria are not met, customers will be disqualified from earning Rewards until such time as all the Qualifying Criteria are met once again.
- 4.2 Your Rewards Rate and Level are determined by your Banking Behaviour each calendar month. This will be used to determine your Rewards Level on a monthly basis. Your Banking Behaviour is determined by FNB Namibia in relation to your applicable Qualifying Account, in accordance with the product rules as fully detailed in the FNB Rewards Product Guide available at any FNB Namibia branch and on our website [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na). Your monthly Rewards earned will be allocated to you by the end of the month, following the month in which you earned your Rewards.
- 4.3 Your qualifying Credit Card Fuel spend amount will be calculated as follows:
- Your Fuel Rewards spend amount will be calculated according to the lowest amount of either:
    - Total qualifying FNB Credit Card spend on Fuel
    - Fuel Spend Cap
    - 20% of your total qualifying FNB Lifestyle Account spend, including that on your qualifying FNB Credit Card.
- 4.4 Your Rewards Rate and the total qualifying spend on your Qualifying Purchases are subject to limits. Further details concerning Rewards, Qualifying Criteria, Qualifying Accounts, earn rules and earn rate limits are contained in the FNB Rewards Product Guide, available at any FNB Namibia branches or on our website [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na).
- 4.5 We may at any time review and amend the Rewards currency, the Rewards earn rules, Qualifying Criteria, Qualifying Accounts, earn rate limits and any other restrictions or caps. The most up to date earn rules can be accessed and will be available at any FNB Namibia branch, as well as on website [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na).
- 4.6 FNB Namibia may at their sole discretion at any time include or exclude a bank product from taking part in the Rewards Programme, change the Rewards earn rules and limit the amount of Rewards you can earn using one or another bank product. Rewards earned and allocated may be limited by FNB Namibia, to maximum amounts per allocation period. These limitations may be changed from time to time.
- 4.7 If your bank account is not Active and in Good Standing, or if you are not in Good Standing with FNB Namibia, you will not be entitled to earn Rewards.
- 4.8 You must be a resident in Namibia to earn Rewards.
- 4.9 We are not responsible for any loss, service interruption or delay resulting from circumstances beyond our reasonable control, including but not limited to:
- Power cuts or failure.
  - Malfunction or delay in an electronic data terminal network or other system.



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### 5. BALANCES AND TRANSACTION HISTORIES

- 5.1 The total Rewards you earn will be displayed under your transactional history on your Savings Pocket profile when logged into your FNB Namibia Online Banking profile.
- 5.2 Your monthly Rewards pay-out will reflect as a monthly credit to your Saving Pocket in arrears. This will be the sole record of your Rewards earned.
- 5.3 If you have any questions regarding your Rewards pay-out, please contact any FNB Namibia branch, or call us on 061 299 2222.
- 5.4 You must bring any errors to our attention in writing within thirty (30) days after we display the Rewards pay-out on your Savings Pocket. Should we not hear from you, we will assume that your transaction history is correct.
- 5.5 FNB Namibia has the right to reverse Rewards accumulated by you if the Rewards were awarded in error or accumulated as a result of ineligible transactions, and/or if the actual transactions are later reversed for whatever reason. You hereby agree and authorise FNB Namibia to set-off any Rewards reversal against your linked Primary Transactional Account in the event of your Savings Pocket not having sufficient credit to cater for such reversals.

### 6. INACTIVE STATUS OF YOUR SAVINGS POCKET ACCOUNT

- 6.1 Your Rewards will only be paid into your Savings Pocket.
- 6.2 The dormancy rules for the Savings Packet will apply. It is your responsibility to ensure your Savings Pocket remains active at all times.
- 6.3 Should your Savings Pocket go into an inactive or dormant status, you will not earn any Rewards until such a time that your Savings Pocket is reactivated.

### 7. ENDING YOUR PARTICIPATION IN THE REWARDS PROGRAMME AND OTHER PENALTIES

- 7.1 We may end your participation in the Rewards Programme at any time and for any reason, with notice to you.
- 7.2 If we terminate your participation in the Rewards Programme, we will not be liable for any damages of any nature suffered by you, or any third party.
- 7.3 Once we have terminated your participation in the Rewards Programme, you shall not be entitled to re-join the Rewards Programme, unless your written request to re-join the Rewards Programme is approved by FNB Namibia, in writing. Any re-joining without our written approval may, to our sole discretion, be declared null and void.
- 7.4 You may end your own participation in the Rewards Programme 30 (thirty) days after a written notice to us is submitted and accepted.

### 8. SUBMITTING COMPLAINTS AND QUERIES TO US

- 8.1 If you wish to lodge a complaint, please notify us in writing by submitting a formal complaint to the following email address: [infonam@fnbnamibia.com.na](mailto:infonam@fnbnamibia.com.na)
- 8.2 You can also call us on the following number 061 299 2222.
  - We will provide you with a reference number as soon as possible after we receive your communication.
  - We will respond to your complaint as soon as possible.

### 9. IMPORTANT NOTICE: TAX IMPLICATIONS

- 9.1 We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt of Rewards.
- 9.2 You are fully responsible for any tax implications arising from, or associated with, any Rewards earned from being a Member of, or participating in, the Rewards Programme.
- 9.3 By accepting these T&Cs, you agree that you will not hold us liable and you hereby fully indemnify us, and hold us completely harmless, against all damages, claims and fines made against you or us, 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 of any Rewards.

### 10. NOTICES

- 10.1 By accepting these T&Cs, you agree that publishing a notice on our website, in a branch or being communicated with via, but not limited to, email, SMS or post, will constitute as sufficient notice to you.
- 10.2 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.



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10.3 Should you fail to raise an objection with us within 48 (forty-eight) 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.

### 11. AMENDMENT, SUSPENSION OR TERMINATION OF THE REWARDS PROGRAMME

11.1 We may, in whole or in part, change, suspend or discontinue providing the Rewards Programme at any time at our sole discretion.

11.2 We will however, notify you of such changes, within a reasonable time of these changes being made.

11.3 We may amend the Terms and Conditions from time to time.

11.4 If you use the Rewards Programme after we have amended the T&Cs, we will be entitled to assume that you have agreed to be bound by the amended version of the relevant T&Cs.

11.5 For convenience only, the date on which these T&Cs were last amended is shown below the main heading of this document currently in your possession.

### 12. COURT JURISDICTION

12.1 We retain the right to institute at any time legal proceedings in any court of law with jurisdiction, to obtain urgent, interim, final relief or to collect debts due and payable by you.

12.2 You agree that any action brought against you for a claim that may arise under these T&Cs arising out of your use of the Rewards Programme may be brought in any court having jurisdiction in Namibia.

12.3 You agree to pay all expenses in recovering any amounts you owe us, including legal costs on the attorney and own client scale, collection charges and tracing fees - including VAT (if applicable) thereon.

12.4 If we need to take legal action against you, one of our employees (who need not prove his/her appointment) will produce a certificate to the court, recording the amount you owe us. If you disagree with this certificate, you will have to prove that it is incorrect.

### 13. ADDRESS FOR LEGAL NOTICES

13.1 FNB Namibia hereby selects as its domicilium citandi et executandi, the address set out opposite its name below, at which all notices and legal processes must be delivered to for the purposes of these T&Cs:

- First National Bank of Namibia Limited, P.O. Box 195, Windhoek @ Parkside, 130 Independence Avenue, Windhoek, Namibia

13.2 Any notice or legal notice required or permitted to be given in terms of these T&Cs shall be valid and effective only if in writing and delivered by hand, registered post or telefax, to the addresses as set out above.

13.3 Any notice to be delivered by hand to its domicilium address shall be deemed, unless the contrary is proved, to have been received on the day of delivery.

13.4 In the event that either party (the Member or the Bank) has a change in their domicilium address, a compulsory notification shall forthwith be given in writing accordingly, at the affected parties' domicilium address.

### 14. CESSION

14.1 Unless expressly otherwise stated in these T&Cs, you will not be entitled to cede, sub-contract and/or delegate any of your rights or obligations under these T&Cs, without our prior written consent.

14.2 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 T&Cs to any third party, without prior notice and/or approval to you.

### 15. DISCLAIMER, WARRANTY AND LIMITATION OF LIABILITY

15A **IMPORTANT:** We specifically draw your attention to the following crucial provisions, which we require you to read and agree to prior to concluding any transaction, or interacting in whatsoever way with the Rewards Programme.

15.1 We will not be liable for any loss or damage which you, incur, suffer or attract (including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute or delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage) arising as a result of your mistake, including but not limited to:

15.1.1 Duplicated transactions.



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- 15.1.2 Any interruption, malfunction, downtime or other failure of the FNB Namibia contact centre or third-party system or any component part thereof for whatever reason.
- 15.1.3 Any loss or damage regarding your personal information or any other data directly or indirectly caused by interception, malfunction of our systems, third party systems.
- 15.1.4 Any unlawful access to or theft of data; computer viruses, programming defects or destructive code on our system or third-party systems.
- 15.1.5 Any event which is beyond our control including but not limited to delays, cancellations, over-bookings, strikes, force majeure.
- 15.2 We will not be liable for any loss or damage which you, incur, suffer or attract (including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute or delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage) arising as a result of your mistake, including but not limited to:
  - 15.2.1 Duplicated transactions.
  - 15.2.2 Fraudulent transactions.
  - 15.2.3 Instructions given to the Bank by the Member.

### **16. THE LAW GOVERNING OUR RELATIONSHIP**

- 16.1 These Terms and Conditions are subject to the laws of Namibia.

### **17. OTHER**

- 17. If any of these T&Cs are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible to give effect to the intent of these T&Cs, and the remainder of these T&Cs shall continue in full force and effect.
- 17.2 These T&Cs constitute the entire agreement between you and the Bank regarding the use and membership of the Rewards Programme.
- 17.3 The headings appearing in these T&Cs are inserted for convenience only, and will not be considered when interpreting these T&Cs.
- 17.4 Where dates and times need to be calculated under these T&Cs, the international standard time (GMT) plus 2 (two) hours will be used.
- 17.5 Any failure or delay on our part to exercise any of our rights, will not constitute a waiver of such right.
- 17.6 A certificate issued by our legal manager will serve as proof of the version of the T&Cs, which applied to your use of the Rewards Programme at a specific date.
- 17.7 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 T&Cs.
- 17.8 Save as expressly provided otherwise in these T&Cs, no variation, amendment or consensual cancellation of them, including this clause, will be permitted. No settlement of any disputes arising under these T&Cs, and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of these T&Cs will be binding, or have any force and effect unless reduced to writing and posted on our website, or alternatively signed by a duly authorized representative of ours.