



1. Preamble

This document contains the Terms and Conditions (Terms) for the fuel rewards Program at FNB. These Terms must be read together with Transactional Accounts Terms and Conditions and Savings Pocket Terms and Conditions

FNB in her sole discretion can restrict, suspend, amend, extend or otherwise alter the Program Terms at any time and without prior notice. If the Program Terms have been updated, FNB will publish this information via www.fnbswaziland.co.sz

Customers are encouraged to frequently visit the FNB website to see any updates on the Terms.

If there is a conflict between the provisions of this document and any of the other documents (paper or electronic) that record any other agreement FNB have with you, and the conflicting terms cannot be interpreted together, then the other documents will apply instead of these terms & conditions to the extent of the inconsistency.

FNB's decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.

2. Interpretation

- 2.1. The headings appearing in these T&Cs are for reference purposes only and shall not affect the interpretation hereof;
- 2.2. Words importing natural persons shall include a reference to bodies corporate and other legal personae and vice versa;
- 2.3. Words importing the masculine shall include a reference to the feminine and other genders;
- 2.4. Words importing the singular shall include a reference to the plural and vice versa,
- 2.5. Annexures to these T&Cs shall be deemed to have been incorporated herein and shall form an integral part hereof;
- 2.6. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 2.7. When any number of days is prescribed in the T&Cs, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;
- 2.8. A reference to a document includes an amendment or supplement to, or replacement or novation of that document.
- 2.9. The invalidity of one or more of the clauses will not affect the remainder of the terms & conditions, which shall remain in full force and effect.



3. Definition

- 3.1. **"Cashback"** means card benefit that refunds the cardholder a small percentage of the amount spent on each fuel swipe with a threshold of E500 in 6 Months.
- 3.2. **"Customers"** means a person that uses FNB services and products.
- 3.3. **"FNB"** means First National Bank of Eswatini (PTY) LTD.
- 3.4. In this document **"you"** or **"your"** refers to the Customer (account holder). If required "you" and "your" also includes or refers to each of the Customer's representatives and **"we", "us" or "our"** refers to FNB of Eswatini Limited any affiliate companies, its associates, cessionaries, delegates or successors in title and/or third parties (like its authorised agents and contractors).
- 3.5. **"POS"** means Point of Sale.
- 3.6. **"Program"** means a set of related measures or activities with a particular long-term aim.
- 3.7. **"Savings Pocket Account"** means a saving account linked to a transactional account.
- 1.1. **"Speedpoint"** means a device at point of sale where a card is swiped or tapped to make a purchase.

2. Rewards Program Duration

- 2.1. This program will run from 1st October 2022 to 31st March 2023.
- 2.2. Notwithstanding the provisions of 2.1, FNB has the right to end this program at any time for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. Customers will be notified a month before the termination.

3. Rewards Program Eligibility

- 3.1. Participation in the Rewards Program is automatic: by paying for fuel using the FNB debit card at the FNB POS.
- 3.2. This fuel rewards program is applicable to fuel purchases only;
- 3.3. The program is open to all FNB Retail Customers with a FNB debit card;
- 3.4. The Customer must have a Savings Pocket account into which the Rewards will be paid.
- 3.5. Customer must have an active Saving's Pocket account where the cash.
- 3.6. The Fuel rewards are only for retail customers which are (Private Clients, Platinum, Gold and Smart Gold Accounts)

4. How the Program Works

- 4.1. The program allows qualifying Customers (as provided in 3 above), to accumulate Cashback, when making fuel purchases.
- 4.2. The Cashback will be 1.5% of the fuel value purchased using the FNB debit card.
- 4.3. The Cashback will be capped at E500.00 (Five Hundred Emalangeni) in any period of six (6) months.



- 4.4. Customers will redeem the Cashback earned at the end of six (6) months period.
- 4.5. The earned Cashback will be deposited into the Customer's Savings Pocket Account with FNB.

5. Disqualification from Participating in the Rewards Program

- 5.1 Customer is disqualified if they swipe on non FNB POS Device.
- 5.2 If customers account becomes in-active during the campaign.

6. Statements

- 6.1. All qualifying transactions and rewards earned will be reflected on the transaction record on FNB's access channels. If there is a difference between FNB's records and your records, FNB's records will be sufficient proof of the information thereon unless you can prove the contrary.
- 6.2. You have thirty (30) days from the date of statement (or the date of the transaction entry); whichever occurs first, within which to dispute any transaction or reward appearing on your statement, otherwise FNB can assume it is correct.
- 6.3. Unless FNB specifically agrees otherwise, FNB may make your statements or transaction record available every month for free through the FNB APP .

7. Costs

- 7.1. Participants acknowledge and agree that they may incur costs or other charges ordinarily associated with using an FNB Debit Card.

8. Risks and Liability

- 8.1. At certain times, FNB may be prevented from providing services, to you or fulfilling its obligations to you because of things or events that are outside of its control. This includes, but is not limited to, involuntary interruptions outside of FNBs control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes. In such cases FNB will not be responsible for any failure to perform any of its obligations to you or any person, and its obligations will be suspended, for as long as such interruptions continue.
- 8.2. FNB may at its discretion give you prior notice of interruptions and changes, but it has no duty to do so. Without limiting the clauses before, FNB will not be legally responsible to you or any person for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, because of any service interruptions that were beyond FNBs reasonable control.



9. Indemnity

9.1. You undertake to indemnify FNB and hold FNB harmless against any loss, charge, damage, expense, fee or claim which FNB suffers or incurs or sustains thereby and you absolve FNB from all liability for loss or damage which you may sustain from FNB acting in accordance with these Terms.

9.2. The indemnity clause shall also cover the following:

9.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against FNB or which FNB may suffer or incur arising from its acting or not acting on any request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by FNB.

9.2.2. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach by these terms and conditions.

9.2.3. Any damages and costs payable to FNB in respect of any claims against FNB for recompense for loss where the particular circumstance is within your control.

10. Privacy

10.1. FNB values your privacy. The information collected from you in connection with the program, including but not limited to, the purchases made in connection with participating in the Program will be used and disclosed by us in accordance with FNB Data Privacy Policy found on FNB website at www.fnb.co.sz

11. Disputes, Complaints and Enquiries

11.1. If you have any disputes, complaints or enquiries, you may contact our Customer Service Centre on 8006100 or 2518 6000 or email gethelp@fnb.co.sz to raise them.

11.2. Any complaint that you may make will be investigated and determined within a period of thirty (30) days and once a decision has been made thereon it will be communicated to you forthwith. FNB will take all measures within its means to resolve your complaints within a



reasonable time. All complaints will be handled in accordance with FNB's complaints handling procedures.

- 11.3. Where a notification regarding your complaint or any other matter is expected from FNB but not received, the complaint must be made within a reasonable time after non-receipt of such notification.
- 11.4. If you are not satisfied with any response in relation to your complaint, you may refer the matter to the Banking Ombudsman situate at the Central Bank of Eswatini.
- 11.5. For further details on complaints, please refer to our Complaints procedure obtainable at 8006100 or 2518 6000 or email gethelp@fnb.co.sz

12. Governing Law

- 12.1. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Kingdom of Eswatini as constituted on the day this Agreement is entered, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such laws.

13. Jurisdiction

- 13.1. FNB shall be entitled, at its option to institute any legal proceedings which might arise out of or in connection with this Agreement, in any Magistrates Court in the Kingdom of Eswatini, notwithstanding that the claim value of the matter in dispute might otherwise exceed the jurisdiction of such court in respect of the causes of action.
- 13.2. Notwithstanding the foregoing FNB, shall at its option, be entitled to institute any proceedings against you connected with this Agreement in the High Court of Eswatini.
- 13.3. You hereby consents and submits to the jurisdiction of whichever court FNB institute proceeding at. You will pay FNB's costs, fees and expenses in recovering any amounts owing to FNB or enforcing, preserving or protecting its rights in terms hereof, including legal costs on the attorney-own-client scale, collection charges, tracing fees, and VAT, on demand.

14. Transactional Account Closure

- 14.1. If the Transactional Account associated with the Program is closed, rewards earned prior to the account's closure will be due to the Customer.

15. Declarations

- 15.1. By participating in the Program, you certify that you are over the age of majority.



- 15.2. You confirm to have received, read, understood, and agree to be bound by FNB's Fuel Reward Program Terms and Conditions and those associate with the Program.
- 15.3. You consent to receive default notice or termination notice by SMS.
- 15.4. You consent that FNB, the FirstRand Group, any affiliate companies and / or third parties (like its authorised agents and contractors) may process (collect, use, store or otherwise deal with) my personal information according to applicable laws or FNB's policies on Customer Privacy. You hereby confirm that you have read and understood FNB's Data Privacy Policy.
- 15.5. You agree that FNB and other companies in the FirstRand Group and its approved partners can contact you for purposes of marketing goods and services to you by <sms>, <email>, <phone>. You have waived my right to be excluded from any telemarketing campaign or any mass distribution of email or SMS messages conducted by FNB.

16. Ending the Rewards Program

- 16.1. You can opt out of the rewards program at any time by notifying FNB of your desire not to participate in the program. The notification may be done by calling 8006100 or 2518 6000 or via email gethelp@fnb.co.sz

17. Acceptance

- 17.1. By participating in the Program, you accept and agree to be bound by these Terms and Conditions as they may be amended from time to time.