



1. Introduction

This document contains the Terms and Conditions (Terms) for the Tap2Pay Competition at FNB. These Terms must be read together with Transactional Accounts Terms and Conditions.

FNB in her sole discretion can restrict, suspend, amend, extend or otherwise alter the Competition Terms at any time and without prior notice. If the Competition 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. Definitions

- 3.1. **"Competition"** means the Tap2Pay and stand a chance to win E1000 daily competition.
- 3.2. **"Customer"** means a person who holds a Transactional Account with FNB Eswatini.
- 3.3. **"FNB"** means First National Bank of Eswatini (PTY) LTD.



- 3.4. **“FNB Website”** means www.fnbswaziland.co.sz;
- 3.5. 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 authorized agents and contractors).
- 3.6. **“Personal Information”** has the meaning ascribed thereto in terms of the Data Protection Act No.05 of 2022, as amended from time to time, and includes but not limited to information about an identifiable individual that is recorded in any form, including, but not limited to:
 - 3.6.1. Information relating to race, national, religion etc. of that individual
 - 3.6.2. Information relating to education, medical, employment history of that individual,
 - 3.6.3. Any unique identifying number, symbol etc,
 - 3.6.4. Fingerprints, blood type of an individual,
 - 3.6.5. The name of the individual,
 - 3.6.6. Correspondence sent to a data controller by the individual that is explicitly or implicitly of a private or confidential nature.
- 3.7. **“POS”** means Point of Sale.
- 3.8. **“Speedpoint”** means a device at point of sale where a card is swiped or tapped to make a purchase.
- 3.9. **“Swipe”** or **“Tap”** means using an FNB debit card to pay for purchases.
- 3.10. **“Transactional Account”** means the following accounts;
 - 3.10.1. Private Clients Account;
 - 3.10.2. Platinum Accounts;
 - 3.10.3. Gold Accounts;
- 1.1. **“Week”** means a period of seven (7) days from Sunday to Monday.

2. Competition Duration

- 2.1. The Competition will run from 1st December until 19th December, resuming 9th January 2023 until 25th January 2023.
- 2.2. Notwithstanding the provisions of 2.1, FNB has the right to end this competition at any time by giving the Customer seven (7) days’ notice for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion.
- 2.3. Notice of termination will be announced on the FNB Website.

3. Competition Eligibility

- 3.1. Participation in the Competition is automatic: by paying for purchases using the FNB debit card at the FNB POS.
- 3.2. Participants who are Directors and employees of FNB will not qualify to participate in the Competition and will also not be eligible for any prizes.



4. How the Competition Works

4.1. For Consumer Prizes:

- 4.1.1. an entrant will be required to have a minimum of five (5) Swipes/Taps per Week to be eligible.
- 4.1.2. Swipes/Taps can be done at any merchant or outlet that has an FNB Speedpoint® device in Eswatini.
- 4.1.3. Only swipes/taps done on the FNB Speedpoint® device will be considered.

4.2. Draws

- 4.2.1. Draws will only be conducted once a week; every Monday, and winners will be contacted via the details they have provided when opening the Transactional Account associated with the FNB debit card.

4.3. Competition Prizes

- 4.3.1. The Competition prizes do not cover any other costs of the winner whatsoever.
- 4.3.2. The prize is limited to cash amounting to E1000.00 (One Thousand Emalangeni) which will be paid into the winner's respective Transactional Accounts used for swiping.
- 4.3.3. FNB reserves the right to substitute the prizes for an alternative prize of equal or greater value should the prizes promoted not be available due to unforeseen circumstances.
- 4.3.4. 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 into.

5. Disqualification from Participating in the Tap2Pay Competition

- 5.1. If the Customers' Transactional Account associated with the debit card used for swiping is closed by the time of the draw, the Customers will be automatically disqualified from the Competition.

6. Costs

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



7. Risks and Liability

- 7.1. 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.
- 7.2. 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.

8. Indemnity

- 8.1. You absolve FNB from all liability for loss or damage which you may sustain from FNB acting in accordance with these Terms.
- 8.2. The indemnity clause shall also cover the following:
- 8.2.1. 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. Privacy

- 9.1. 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.
- 9.2. The prize winner accepts 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.
- 9.3. FNB values your privacy. The information collected from you in connection with the Competition, 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



10. Disputes and/Enquiries

- 10.1. 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.
- 10.2. 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.
- 10.3. Where a notification regarding your complaint or any other matter is expected from FNB but not received, a follow up must be made within a reasonable time after non-receipt of such notification.
- 10.4. If you are not satisfied with any response in relation to your complaint, you may refer the matter to the Eswatini Gaming Control Board.
- 10.5. For further details on complaints, please refer to our Complaints procedure obtainable at 8006100 or 2518 6000 or email gethelp@fnb.co.sz

11. Governing Law

- 11.1. 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.

12. Jurisdiction

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

13. Declarations

- 13.1. By participating in the Competition, you certify that you are over the age of majority.



13.2. You confirm to have received, read, understood, and agree to be bound by FNB's Tap2Pay Competition Terms and Conditions.

13.3. You consent to receive default notice or termination notice by SMS.

13.4. You consent that FNB, the FirstRand Group, any affiliate companies and / or third parties (like its authorized agents and contractors) may process (collect, use, store or otherwise deal with) your 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.

13.5. 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>.

14. Ending the Rewards Program

14.1. You can opt out of the Competition at any time by notifying FNB at 8006100 or 2518 6000 or email gethelp@fnb.co.sz of your desire not to participate.

15. Acceptance

15.1. 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.