



1. PREAMBLE

This document contains the Terms and Conditions (Terms) for the FNB Eswatini Switch Campaign.

FNB Eswatini in its 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 Campaign 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. For the purposes of this document **"we"**, **"us"**, **"our"** and refers to First National Bank of Eswatini Limited (FNB Eswatini **"You"** means the customer. Where applicable **"you"** and **"your"** also includes or refers to each of the customer's representatives and office bearers insofar as we need to collect, use or process their Personal Information for the purposes of doing business with the customer.
- 2.10. 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

In this document, unless inconsistent with the context, the words and expressions set out below shall have the meaning assigned to them below:

- 3.1. **"Agreement"** means these Switch Campaign terms and conditions.
- 3.2. **"AML"** means Anti-Money Laundering as defined by Money Laundering and Financing of Terrorism Prevention Act of 2011 (as amended)
- 3.3. **"Business Day"** for FNB branches means Monday to Saturdays, excluding Sundays and Eswatini public holidays and for the Head Office they are Monday to Fridays excluding Eswatini public holidays.
- 3.4. **"Bond Support Cost(s)"** means costs associated with registration of property.



- 3.5. **"Customer"** refers to clients who are either existing to bank or new to bank, who take up new product or switch from competitor to FNBE.
- 3.6. **"CSC"** means Customer Service Centre.
- 3.7. **"Customer Service Centre Office Hours"** means 07h00 to 08h00 Mondays to Friday and 07h00 to 15h00 on Saturdays.
- 3.8. **"Data Protection Act"** means the Data Protection Act No. 05 of 2022.
- 3.9. **"FNBE"** means First National Bank of Eswatini Limited a financial institution duly registered in terms of the Financial Institutions Act, 2005, registration number 24/1988 with its principal place of business at The Complex Offices, Corner 103 Road & Swaki Street, Ezulwini.
- 3.10. **"Office Hours"** for branches means Monday to Saturdays (Business Days) from 08h30 to 15h30 and on Saturdays from 08h30 to 12h00 excluding Sundays and Eswatini public holidays and Head Office hours are Mondays to Thursday from 08h00 to 17h00, and from 08h00 to 16h00 on Fridays.
- 3.11. **"Participating Products"** means personal loans, home loans, WesBank, Insurance and CashPlus, and the following transactional accounts: Smart, Gold, Platinum & Private Accounts.
- 3.12. **"Switch"** means clients who ordinarily had banking products with competitors but however opt to transfer those products into FNBE.
- 3.13. **"Switch Campaign" or "Campaign"** means the initiative of switching FNB Eswatini non-banked clients that either have existing banking products from other banking service providers who will transfer their salary and/or other products to FNB Eswatini. The Campaign includes FNB Eswatini's existing clients that will take up additional or new products, during the duration of the campaign. A successful switch comes with an embedded insurance cover with the first 3 months free.

4. SWITCH CAMPAIGN DURATION

- 4.1. The Campaign will run from 1 September 2026 up to 28 February 2027.
- 4.2. Notwithstanding the provisions of the above clause, FNB Eswatini has the right to end this campaign at anytime 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, where practicable of the suspension of the Campaign.

5. SWITCH CAMPAIGN ELIGIBILITY

Participation in the Switch Campaign is automatic for all new to bank customers that take up any of the Participating Products. For Existing to bank customers, only those that take up a new a Participating Product will qualify to participate in the campaign. You have the option to opt out of this Campaign by engaging us through our consultants at any of our branches, CSC on 8006100 (toll free) or 2518 6000 or email gethelp@fnb.co.sz (standard call rates and internet rates apply).

6. HOW THE CAMPAIGN WORKS

6.1. For existing to bank Customers:

- 6.1.1. Customers who take up new insurance product will get free insurance premiums for 3 months.
- 6.1.2. Customers who take up new personal loans will get 1 month payment holiday and this is limited to the first month of loan take up.
- 6.1.3. Customers who take up new Home loans or WesBank loans will get 3 months payment holiday and bond costs support.

6.2. For New to bank Customers:

- 6.2.1. Customers who switch or take up new insurance product will get free insurance premiums for 3 months.
- 6.2.2. Customers who switch or take up new personal loans will get 1 month payment holiday.
- 6.2.3. Customers who switch or take up new Home loans or WesBank loan will get 3 months payment holiday and bond costs support.



6.2.4. Customers who switch or take up new transact products will get free monthly account fees for 3 months.

6.3. Campaign Prizes

6.3.1. During the Campaign, there will be monthly draws wherein 20 qualifying customers who have either switched or taken up a new product in that month, will each get a voucher of E1,000 Emalangeni.

6.3.2. The overall winner who will be drawn at the end of the 6 months' Campaign duration stands a chance to win a home based prize valued at E500,000.00 Emalangeni towards the construction or improvement of their home. 25% of the prize money will be paid to the winner in cash and 75% will be paid to suppliers and service providers.

6.4. Disqualification from participation

6.4.1. Customer shall be disqualified from participation if they fail to maintain new or switched product for the duration of 6 months campaign

6.4.2. Participants who are Directors, members, partners, employees of FNB Eswatini, its subsidiaries, holding companies, divisions and/or associated companies or of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by FNB Eswatini, will not qualify to participate in the Campaign and will also not be eligible for any prizes.

6.4.3. A customer that voluntarily opts out of participation in the campaign will automatically be disqualified.

7. COSTS

Participants acknowledge and agree that costs or other charges ordinarily associated with taking up and using an FNB Product will apply.

8. PRIVACY

8.1. By participating in the Campaign, you acknowledge that Personal Information about you will be shared with us and our agents and/or affiliates to the extent necessary to conduct the Campaign.

8.2. As a prize winner, you must accept that your name and/or likeness may be announced in FNB Eswatini's media publications or on the internet for publicity or advertising purposes without additional compensation, except where prohibited by law.

8.3. We value your privacy. The information collected from you in connection with the Campaign, 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 Eswatini Data Privacy Policy found on FNB Eswatini's website at www.fnbswaziland.co.sz

9. INDEMNITY

9.1. You undertake to indemnify us and hold us harmless against any loss, charge, damage, expense, fee or claim which we suffer or incur or sustain thereby and you absolve us from all liability for loss or damage which you may sustain as a result of us 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 us or which we may suffer or incur arising from our 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 our 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 us.

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.

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

10. DISPUTE RESOLUTION

10.1 If you have any disputes, complaints or enquiries in relation to this Campaign, you may contact our Customer Service Centre on 8006100 (toll free) or 2518 6000 or email gethelp@fnb.co.sz (standard call rates and internet rates apply) 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. We will take all measures within our means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with our complaints handling procedures.

10.3 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.

10.4 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.

10.5 For further details on complaints, please refer to our Complaints procedure obtainable at 8006100 (toll free) or 2518 6000 (standard call rates apply) or email gethelp@fnb.co.sz

11. GOVERNING LAW

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. We shall be entitled, at our 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 we, shall at our option, be entitled to institute any proceedings against you in connection with this Agreement in the High Court of Eswatini.

12.3. You hereby consent and submit to the jurisdiction of whichever court we institute proceeding at. You will pay our costs, fees and expenses in recovering any amounts owing to us as a result of costs incurred in enforcing, preserving or protecting our 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 Campaign, you certify that you are over the age of majority.

13.1.1. You confirm to have received, read, understood, and agree to be bound by these switch terms and conditions read together with general FNBE's terms and conditions found in www.fnbswaziland.co.sz.

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



13.1.3. You consent that FNB Eswatini, 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) 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.

14. ENDING THE CAMPAIGN

You can opt out of the Campaign at any time by notifying us of your desire not to participate. You may communicate your intention to terminate or opt out of this Campaign through our consultants at any of our branches, CSC on 8006100 (toll free) or 2518 6000 or email gethelp@fnb.co.sz (standard call rates and internet rates apply).

15. ACCEPTANCE

By participating in the Campaign, you accept and agree to be bound by these Terms and Conditions as amended from time to time.