



FNBB CASHBACK REWARDS PROGRAMME TERMS & CONDITIONS

1. ACCEPTANCE & PARTICIPATION

- The FNBB Cashback Rewards Programme ("Rewards Programme") is brought to You by First National Bank of Botswana Limited ("us", "we", "FNB Botswana"), a company with limited liability duly incorporated in accordance with the company laws of the Republic of Botswana, carrying on business as a commercial bank, and its successors in title.
- These Terms and Conditions constitute an agreement between you and us ("The Parties") and govern both Parties' rights and obligations once you become a member or beneficiary of the Rewards Programme.
- By choosing to participate in the Rewards Programme, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions and further consent to us sharing certain of your personal information with our Affiliates, in the ordinary course of our business.
- Participation in the Programme is voluntary.
- By registering for or continuing to participate in the Programme, a Member agrees to be bound by these T&Cs.
- The Programme is available only to Members who meet the eligibility requirements determined by the Bank from time to time.

2. INTERPRETATION

- These Terms and Conditions must be read in conjunction with all other relevant Terms and Conditions relative to the use of FNB Botswana Electronic Channels, Savings Pocket Account Terms and Conditions, the Terms and Conditions relating to Qualifying Purchases made, our Privacy Policy as well as the Terms and Conditions applicable to the remainder of your banking relationship with FNB Botswana, copies of which can be accessed on the FNB Botswana website.
- If a conflict or inconsistency exists between these Terms and Conditions and the abovementioned other terms and conditions, these Terms and Conditions shall prevail to the extent that the conflict or inconsistency pertains to Cashback Rewards.
- **IMPORTANT:** Kindly note important words/terms which start with a capital letter have further been defined in the DEFINITIONS clause.

3. DEFINITIONS

- **Active** means the status of your Qualifying Account as determined by FNB Botswana.
- **Affiliate(s)** means any subsidiary or a holding company or a subsidiary of the holding company of FNB Botswana or any entity that controls, is controlled by or is under common control with FNB Botswana. The terms "subsidiary" and "holding company" shall have the meaning assigned them in the Companies Act, 2003, Cap 42:01. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity through the ownership of voting securities representing fifty percent (50%) plus one of the possible votes.
- **Bank** means First National Bank of Botswana Limited (Registration number BW00000790476)
- **Banking Behaviour** refers to your Banking Behaviour which will be used to determine the total fixed percentage referred to under the definition of Rewards Rate. Banking Behaviour is as determined by FNB Botswana and varies per Qualifying Account.
- **Business Days** means all weekdays, Monday to Friday inclusive, but excluding Saturdays, Sundays and all Public Holidays as defined in the Public Holidays Act Cap 03:07.
- **Banking Goals** means the nine types of banking goals as defined herein and includes the following goal types: Cash to Card, Alternative Channels, Save and Invest, Borrow, Pricing, Insure, Family Banking, Forex and Pay. One goal realized is equal to one level reached.
 - While there are nine unique goals in total, to earn Cashback Rewards;
 - A Gold account holder can realise all the goals
 - Premier and Private Clients accounts can realise only these eight goals: Cash to Card, Alternative Channels, Save and Invest, Borrow, Insure, Family Banking, Forex and Pay, excluding the Pricing goal.
- **FNBB Cashback Rewards Programme** refers to the Rewards Programme operated by FNB Botswana in terms of which Member can earn cash back premiums as a reward for achieving the requisite Banking Goals set by FNB Botswana. Once earned, the monetary rewards are paid into the Members' Savings Pocket Account to be spent as per the Member's wishes.
- **Good Standing** means all your FNB Botswana accounts and credit agreements must be in 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 Botswana. Legal process means any legal proceedings in any court of law



- involving you and FNB Botswana, including but not limited to business rescue, collections, liquidation and sequestration proceedings.
- **FNB Botswana** means First National Bank of Botswana Limited having Registration number BW00000790476
 - **FNB Botswana Electronic Channel(s)** means FNB Online Banking, FNB Cellphone Banking and the FNB Banking App.
 - **Member(s)** refers to a legal resident of Botswana who is a natural person, holds a Qualifying Account and is a registered member of the Rewards Programme. This does not include juristic entities unless the context otherwise requires. A Member includes a beneficiary or heir as set out in these terms and conditions.
 - **Privacy Policy** refers to our Privacy Policy a copy of which can be obtained on the FNB Botswana website.
 - Pula refers to the basic unit of money in Botswana.
 - **Qualifying Account(s)** refers to a qualifying account from FNB Botswana selected for the Rewards Programme including Gold Cheque Account, Staff Cheque Account, Premier Cheque Account and FNB Private Clients Cheque Account.
 - **Qualifying Criteria** means the Qualifying Criteria associated with the Qualifying Accounts as determined by FNB Botswana from time to time and the rules of the Rewards Program.
 - **Qualifying Earn** Purchases includes prepaid airtime purchases made through FNB Botswana Electronic Channel, as well as debit and credit card purchase made either in person or online by a Gold, Premier or Private Clients client.
 - **Rewards Level** means the level you progressed to based on your achievement of the set banking goals as defined under the Banking Goals definition between Levels 1 and 5. The rewards level will determine the reward rate, the higher the level, the higher the reward rate. While there are 5 levels, Gold is limited to a maximum of 4 levels and Premier and Private Clients are limited to a maximum of 5 levels.
 - **Rewards Rate** means the total monthly percentage earned on your Qualifying Purchases, based on your Reward Level, that you earn back in cashback rewards based on your earn criteria on prepaid airtime, and credit or debit card spend.
 - **Spend Caps** means the maximum amount up to which clients are rewarded on their spend.
 - **Terms and Conditions** means these Terms and Conditions as amended, novated, supplemented, varied or replaced from time to time and must be read in conjunction with all other applicable Terms and Conditions including Terms and Conditions relative to the use of FNB Botswana Electronic Channels, Savings Pocket Account Terms and Conditions, the Terms and Conditions relating to Qualifying Purchases made, our Privacy Policy as well as the Terms and Conditions applicable to the remainder of your banking relationship with FNB Botswana, copies of which can be accessed on the FNB Botswana website.

4. BALANCES AND TRANSACTION HISTORIES

- The total Cashback rewards earned will be credited into your Savings Pocket Account and shall be displayed under your Savings Pocket Account profile when logged into FNB Botswana Online Banking, FNB App.
- Your Cashback balance will reflect on your Savings Pocket account monthly in arrears. This will be the sole record of all your rewards earned by you herein.
- You must ensure the Cashback rewards displayed under your account profile are correct.
- You must bring any errors to our attention in writing within thirty (30) days after we display the Cashback rewards under your Savings Pocket account profile. Should we not hear from you, we will assume that your transaction history is correct.
- FNB Botswana has the right to reverse cashback rewards accumulated by you if the rewards were awarded in error or accumulated because of ineligible transactions and or if the actual transactions are later reversed for whatever reason.
- You may never have a negative balance in your Savings Pocket account, unless we debit your Savings Pocket account due to incorrect cashback rewards allocated to your Savings Pocket account or we incorrectly debited your Savings Pocket account for whatsoever reason.
- Where your Savings Pocket account reaches a negative balance other than as per the exceptions set out above, you must ensure that you bring your negative balance back to a zero balance.
- Members must notify the Bank in writing of any discrepancy or query within thirty (30) days

5. INACTIVE AND DORMANCY STATUS OF YOUR SAVINGS POCKET ACCOUNT

- The dormancy rules for the Savings Packet will apply. It is your responsibility to ensure your Savings Pocket remains active at all times.
- Should your Savings Pocket account become inactive for any reason, you shall continue to earn Cashback Rewards into your Savings Pocket account.
- In the event that your Savings Pocket Account is rendered dormant, you will not earn any Rewards until such a time that your Savings Pocket is reactivated.



6. FEES AND CHARGES

- There is no fee to participating in the Cashback Rewards program.
- All standard fees and charges applicable to Savings Pocket Account apply hereto.

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

- We may end your participation in the Rewards Programme at any time and for any reason, with notice to you.
- 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.
- 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 Botswana, in writing. Any re-joining without our written approval may, to our sole discretion, be declared null and void.
- You may end your participation in the Cashback Rewards Programme at any time at any FNB Branch by submitting in writing your intention to do so. Should your request be received before the last day of the month, you will be excluded from the next payout. In the even that your request was submitted thereafter, you will be excluded from the next payout in the following month.

8. SUBMITTING COMPLAINTS AND QUERIES TO US

- If you wish to lodge a complaint, please notify us in writing by sending an email to info@fnbbotswana.co.bw or on our website and banking app via the "Contact Us" functionality.
- We will provide you with a reference number after we receive your communication.
- We will respond to your complaint within a reasonable time
- If you do not hear from us within 5 (five) business days from sending your complaint we request that you contact us at +267 395 9881 to check whether your complaint has been received. Please quote your reference number when you contact us directly. Standard network rates will apply.

9. IMPORTANT NOTICE: TAX IMPLICATIONS

- We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt of Rewards.
- 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.
- You agree that you will not hold us liable and you hereby fully indemnify the us , and hold the us completely harmless, against all damages, claims and fines made against you or the 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

- 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
- 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.
- 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

- We may, in whole or in part, change, suspend or discontinue providing the Rewards Programme at any time at our sole discretion.
- We will, however, notify you of such changes, within a reasonable time of these changes being made.
- We may amend the Terms and Conditions from time to time.
- 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.
- Any amendment to the reward earn rules, rates, goals or threshold does not constitute an amendment to these terms and conditions

12. COURT JURISDICTION

- 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.



- 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 Botswana.
- 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.
- 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

- FNB Botswana 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 it for the purposes of these terms and conditions:
FNB Botswana
P O Box 1552
Gaborone
- Any notice or legal notice required or permitted to be given in terms of these Terms and Conditions shall be valid and effective only if in writing and delivered by hand, registered post or telefax to the addresses as set out above.
- Any notice to the other delivered by hand to its domicilium address shall be deemed, unless the contrary is proved, to have been received on the day of delivery.
- In the event that we or you change the domicilium address, we or you shall forthwith notify each other in writing accordingly at its domicilium address.

14. CESSION

- Unless expressly otherwise stated in these Terms and Conditions, you will not be entitled to cede, sub-contract and/or delegate any of your rights or obligations under these Terms and Conditions, without our prior written consent.
- 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 Terms and Conditions to any third party, without prior notice and/or approval to you.

15. DISCLAIMER, WARRANTY AND LIMITATION OF LIABILITY

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 Cashback Rewards Programme:

- General
 - 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 duplicated transactions, when giving us an instruction.
 - any interruption, malfunction, down time or other failure of the FNB Botswana contact centre or third-party system or any component part thereof for whatever reason.
 - any loss or damage with regard to your personal information or any other data directly or indirectly caused by interception, malfunction of our systems, third party systems, unlawful access to or theft of data.
 - computer viruses, programming defects or destructive code on our system or third-party systems; or
 - any event which is beyond our control including but not limited to delays, cancellations, over-bookings, strikes, force majeure

16. THE LAW GOVERNING OUR RELATIONSHIP

- These Terms and Conditions are subject to the laws of The Republic of Botswana.

17. OTHER

- If any of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.
- These Terms and Conditions constitute the entire agreement between you and us with regard to the use of the Cashback Rewards Programme.



- The headings appearing in these Terms and Conditions are inserted for convenience only and will not be taken into account when interpreting these Terms and Conditions.
- Where dates and times need to be calculated under these Terms and Conditions, the international standard time (GMT) plus 2 (two) hours will be used.
- Any failure or delay on our part to exercise any of our rights will not constitute a waiver of such right.
- 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 Terms and Conditions.
- Save as expressly provided otherwise in these Terms and Conditions, no variation, amendment or consensual cancellation of these Terms and Conditions, including this clause, and no settlement of any disputes arising under these Terms and Conditions and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of these Terms and Conditions 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.