

### 1. ACCEPTANCE

- 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.

### 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 at <https://www.fnbbotswana.co.bw>.
- 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. 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;
- **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 eight types of banking goals as defined herein and includes the following goal types: Cash to Card, Go Digital, Unsecured Lending, Secured Lending, Save, Invest, Pricing and Insurance. One goal realized is equal to one level reached.
  - While there though there are eight unique goals in total, to earn Cashback Rewards;
    - A Student account holder can realise only these three goals types: Cash to card, Go Digital and Save
    - A Smart account holder can realise only these five goal types: Cash to card, Go Digital, Save, Insure and Pricing)
    - A Gold account holder can realise only these six goals: Cash to card, Go Digital, Save, Pricing, Invest, Loans)
    - Premier and Private Clients accounts can realise only thes six goals: Cash to card, Go Digital, Save, Invest, Unsecured Loans and Secured Loans).
- **FNBB Cashback Rewards Programme** refers to the Rewards Programme operated by FNB Botswana in terms of which Members 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, subject to any specific Qualifying Account rules to the contrary, that all your FNB Botswana accounts and credit agreements must be in good standing. This means that none or 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 CO.001119.
- **FNB Botswana Electronic Channel(s)** means FNB Online Banking, FNB Cellphone Banking (incl. USSD and mobi) eWallet, the FNB Banking App & FNB ATMSs.
- **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 clause 11.
- **Privacy Policy** refers to our Privacy Policy a copy of which can be obtained at any of the FNB Botswana branches.
- **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 but not limited to a Smart Cheque Account, Student Cheque Account, Gold Cheque Account, Staff Cheque Account, Premier Cheque Account and FNB Private Clients Cheque Account (on which only salary accounts qualify).
- **Qualifying Criteria** means the Qualifying Criteria associated with the Qualifying Accounts as determined by FNB Botswana and the rules of the Rewards Program.
- **Qualifying Earn Purchases** includes pre-paid airtime and pre-paid electricity purchases made through FNB Botswana Electronic Channel, as well as debit and credit card purchase made either in person or online by a Smart, Student, Gold, Premier or Private Clients customer.
- **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, Student and Smart are limited to a maximum of 3 levels, Gold is limited to 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 cash back rewards based on your earn criteria on prepaid airtime, electricity and credit or debit card spend.
- **Spend Caps** means the maximum amount up to which customers 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 at <https://www.fnbbotswana.co.bw>

#### 4. EARNING AND SPENDING CASH BACK REWARDS

- Cashback earned or allocated are limited by spend caps. These spend caps may be changed from time to time. Transaction based rewards will be based on the earn rules and Qualifying Criteria that apply on the date when the transaction is debited or credited to the Qualifying Account. This date may be different from the date when the actual transaction took place.
- To qualify for rewards customers must meet the Qualification Criteria applicable to their specific accounts. If any of the Qualification Criteria are not met customers will be disqualified from earning Cashback until such time as all the Qualification Criteria are met.
- Your Rewards Rate is determined by your rewards level, which is in turn determined by the number of banking goals you have achieved, relative to your Qualifying Account. The more goals you achieve, the higher your rewards level and therefore the higher your rewards rate.. Your qualifying Banking Behaviour is determined by FNB Botswana in relation to the number of goals achieved as set out within the Cashback program for your applicable Qualifying Account. Your monthly rewards earned will be allocated to you in the following month (between 10<sup>th</sup> and 15<sup>th</sup> of the month) for the previous months banking behavior.
- The cashback rewards are paid into a customer's linked savings pocket and may be spent however the customer chooses, having transferred the funds from savings pocket to the qualifying current account off of which the behavior was executed.
- Your Rewards Rate and the total spend on your Qualifying Purchases are subject to limits. Further details concerning rewards, Qualification Criteria, Qualifying Accounts, earn rules, earn rate limits and spend limits and how to maximise your earn and rewards levels are available at any FNB Botswana branche or on our Website.

- We may at any time review and amend the Rewards Programme earn rules, Qualification Criteria, Qualifying Accounts, earn rate limits, spend limits and any other restrictions or caps. The most up to date earn rules can be accessed on our Website and/or at any FNB Botswana branch nationwide.
- FNB Botswana may at their sole discretion at any time include or exclude a bank product from taking part in the Rewards Programme, change the earn rules, limit the amount of cash back rewards you can earn using a bank product and set a spend threshold on your account. A spend threshold means that you will be rewarded up to the threshold for Qualifying Purchases to start earning Cashback rewards. Rewards earned and allocated may be limited by FNB Botswana to maximum amounts per allocation period. These limitations may be changed from time to time.
- If your bank account is not active and in Good Standing, or if you are not in Good Standing with FNB Botswana, you will not be entitled to earn Cashback rewards until such a time that you are once again in good standing.
- All earned Cashback rewards shall be paid into your Savings Pocket Account; thus you must have a Savings Pocket Account in order to participate in the Rewards Programme. For all rewards previously earned as eBucks, which rewards have not been paid into Your Savings Pocket Account because you neither have a Savings Pocket Account nor want to open one, your eBucks rewards shall be converted to Pula currency (on a rate of 1:1) and thereafter paid into your Transactional account in April 2019. Until then, you are able to continue accessing your eBucks balance to spend on airtime and or electricity through FNB's digital banking channels
- You must be a legal and valid resident in Botswana to earn cash back rewards.
- 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 a failure, malfunction or delay in an electronic data terminal, network or other system.
- Rewards earned may not be backdated for a period exceeding 6 (six) months.
- As you are granted access to the Cashback Rewards Programme through the FNB Botswana Electronic Channels you will be bound by the terms and conditions of the FNB Botswana Electronic Channel you are using.

## **5. 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 or by requesting to view your Cashback rewards balance at any of the FNB Botswana branches.
- 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 as a result 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.

## **6. INACTIVE AND DORMANCY STATUS OF YOUR SAVINGS POCKET ACCOUNT**

- If you do not earn or spend cashback, nor do debit or credit your savings pocket for a 12 month period, your savings pocket account will become Inactive.
- If you continue to not earn or spend cashback, nor debit or credit your savings pocket in its inactive state for a further 12 month period, your savings pocket account will become Dormant.
- Should your Savings Pocket account become inactive for any reason, you shall continue to earn Cashback Rewards into your Savings Pocket account. However, in the event that Your Savings Pocket Account is rendered dormant, the funds held therein (including your earned cash back rewards) shall be dealt with in line with FNB Botswana's existing dormancy account practices.
- For further information on how dormant accounts are treated, please read FNB's rules on dormant account, available on the FNB Website [www.fnbbotswana.co.bw](http://www.fnbbotswana.co.bw). You can also visit your nearest FNB Botswana branch for more information on the Bank's dormancy practices as the same relate to earned Cashback Rewards.
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## 7. 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.

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

- We may end your participation in the Cashback Rewards Programme at any time and for any reason, on notice to you.
- Such termination will not affect instructions given to us and not yet carried out. You will however, have 30 (thirty) days to spend your earned rewards unless:
  - we believe your behaviour was inappropriate, constituted misconduct and/or is considered an abuse of the Cashback Rewards Programme;
  - you breached these, or any other, terms and conditions relevant to the Rewards Programme; or
  - a fraudulent transaction was conducted directly or indirectly by you;

in which case, we reserve the right and without prejudice to any of our other rights and remedies in terms of these Terms and Conditions and in law, to be exercised in our sole discretion:

- to direct that you forfeit all your earned rewards;
  - to immediately terminate your membership to the Rewards Programme; and
  - to reverse or cancel any transaction relating to the aforementioned conduct and hold you liable for any value which you have received in terms of such conduct.
- 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 again join the Rewards Programme, unless we approve, in writing, your written request to re-join the Rewards Programme. Any re-joining without our written approval may, in 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 event that your request was submitted thereafter, you will be excluded from the next payout in the following month.

## 9. 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](mailto:info@fnbbotswana.co.bw) or via our website [www.fnbbotswana.co.bw](http://www.fnbbotswana.co.bw) via the "Contact Us" portal.
- 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.

## 10. IMPORTANT NOTICE: TAX IMPLICATIONS

- We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, accumulation, transfer from a deceased estate, or spend of any rewards, benefits or eBucks.
- You are fully responsible for any tax implications arising from or associated with any rewards, benefits, or cashbackeBucks received, accumulated, transferred from a deceased estate, or spent due to you being a Member of, or participating in, the eBucks 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, accumulation or spend of any rewards, benefits or eBucks, or any charges in respect thereof.

## **11. DECEASED ESTATES**

- Upon receipt of notification of death, all eBucks in an eBucks account belonging to a deceased estate will be transferred to a beneficiary(ies)/heir(s) eBucks account upon formal instruction having been received from the person who is authorised to deal with and has dealt with the liquidation and distribution of the estate under the Administration of Estates Act or any other law which provides for the administration of deceased estates (hereinafter referred to as the "executor") and upon such person producing a certified copy of the Member's death certificate.
- A beneficiary or heir must be a registered Member of the eBucks Rewards Programme in order to receive the eBucks set out in the clause above.
- If the executor failed to deal with the eBucks in the final liquidation and distribution account, then those eBucks will be forfeited to us and the eBucks account will be closed.

## **12. YOUR INSTRUCTIONS & RESPONSIBILITIES**

- You are responsible for giving correct information and instructions when registering for the CashBack Rewards Programme (or any other banking services) and when conducting transactions via the FNB Botswana Electronic Channels.
- You are also responsible for providing us with your most up-to-date contact details, with notification of any changes in your contact details or in your financial affairs as and when these changes occur and furthermore with details as to whether any of the personal information which you provided to us when registering to become a Member is inaccurate.
- We will be entitled, but not obliged, to request confirmation or verification of transactions from you from time to time. If you are unsure as to whether a transaction has been processed you should contact us before you re-submit the instruction. This is because re-submitting an instruction may cause us to process the same transaction twice, for which you and not us will be liable.

## **13. NATURE AND PURPOSE OF THE INFORMATION PROVIDED BY THE REWARDS PROGRAMME**

- We provide various kinds of information with your prior consent through but not limited to brochures, emails, FNB Botswana website, FNB Botswana Electronic Channels and sms' and Online banking website about our products and services, our Affiliates and other third parties. This information is only meant to serve as a guideline and you should not place any reliance on it without verifying the information.
- Unless expressly otherwise stated, none of the information must be treated as:
  - an offer. It is merely as an invitation to do business with us; or
  - financial, level, investment or professional advice of any kind. You must consult a professional advisor before you rely on any such information

## **14. PRIVACY AND CONSENT TO MARKETING AND DISCLOSURE OF PERSONAL INFORMATION**

- To provide our services to you we may be required to disclose your personal or your business information to third parties. You consent to and authorise us to disclose your personal information, in the ordinary course of our business, to such third parties from time to time and indemnify us from any liability you may incur associated with or arising from us acting in accordance with this consent.
- You confirm and consent that FNB Botswana and FirstRand Limited, (FSR) may process (collect, use or otherwise deal with) your information (including processing outside of the borders of Botswana), which was voluntarily provided, for the purposes of providing services and products to you, according to the applicable product terms and conditions, our privacy policies and the requirements of law.
- You confirm that you have read and understood the applicable product terms and conditions, specifically the portion relating to the processing of your personal information, and our privacy policy. You confirm that the information provided by you to FNB Botswana and FSR is true, correct and current (including information about your residency and citizenship for local and international tax purposes) and that you will inform FNB Botswana and FSR if it changes.
- You agree and consent that FNB Botswana and FSR may use your customer information for promotional purposes.
- You agree that FNB Botswana and FSR can communicate with and market products and services to you. If you contact our contact centre, you permit us to record your calls for security reasons, customer care and to comply with various laws. Where you have not already provided specific consent you agree that the remainder of the FNB Botswana and FRS, including its approved partners, can communicate with and market products and services to you. You agree to be included in marketing, email and sms campaigns and that your name be included in marketing or customer lists which the credit provider may sell or distribute to other persons

- You consent to FNB Botswana and FSR sharing your personal information with third parties for business purposes. Third parties include, but are not limited to, Electronic Telecommunication Service Providers for the provision of Electronic Telecommunication Services. You also consent to FNB Botswana and FSR making enquiries at any Credit Bureau concerning your credit worthiness.
- You can refer to FNB Botswana's Privacy Policy for more information on our privacy practices. These terms and conditions will prevail in the event of an inconsistency between these terms and conditions and our Privacy Policy.

## 15. NOTICES

- You agree that publishing a notice on our Website, in a branch and through but not limited to email, sms or post will constitute sufficient notice to you.
- 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.

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

- We may, in whole or in part, change, suspend or discontinue providing the Cashback Rewards Programme at any time at our sole discretion.
- We will however, notify you of this, within a reasonable time of these changes being made.
- We may amend the Terms and Conditions from time to time.
- If you use the Cashback Rewards Programme after we have amended the Terms and Conditions, we will be entitled to assume that you have agreed to be bound by the amended version of the relevant Terms and Conditions.
- For convenience only, the date on which the Terms and Conditions were last amended is shown below the main heading of these Terms and Conditions.

## 17. COURT JURISDICTION

- We retain the right to institute at any time legal proceedings in any court of law with jurisdiction, to obtain urgent or interim or 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 Terms and Conditions, 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 and VAT 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.

## 18. 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  
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- 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.

## 19. 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.

## 20. 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, downtime 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
- Disputes pertaining to eBucks
  - 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; or Fraudulent eBucks transactions

## 21. THE LAW GOVERNING OUR RELATIONSHIP

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

## 22. 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.
- A certificate issued by our legal manager will serve as proof of the version of the Terms and Conditions, which applied to your use of the Cashback Rewards Programme at a specific date.
- 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.