

Terms and Conditions of Purchase of the RSA Retail Savings Bond

By completing the Application Form you will be agreeing with the National Treasury as set out in these Terms and Conditions of Purchase:

1. Save where the context requires otherwise, the terms used in these Terms and Conditions of Purchase bear the same meaning when used in the Republic of South Africa Rate Retail Savings Bond User Manual and the Terms and Conditions of Issue.
2. By completing and signing an Application Form, you:
 - 2.1 are purchasing from the National Treasury, the RSA Retail Savings Bond to the value of the amount that you have specified on your Application Form, being the amount which you wish to invest in the RSA Retail Savings Bond, provided that your purchase must be for a minimum of R1,000.00 (one thousand Rand) for each RSA Retail Savings Bond;
 - 2.2 agree that your application may not be revoked by you once it has been submitted to the National Treasury;
 - 2.3 undertake, after receipt of Notice to effect payment of the relevant Capital Amount for the RSA Retail Savings Bond in respect of which your application is lodged;
 - 2.4 warrant that:
 - 2.4.1 when depositing a cheque into the Designated Bank Account, it will be a Bank Guaranteed Cheque. You agree that, if your cheque is not a Bank Guaranteed Cheque, you will not be entitled to be registered as a Registered Holder in respect of the RSA Retail Savings Bond applied for, or to enjoy or receive any rights or interest in respect of the RSA Retail Savings Bond, unless and until you make payment in cleared funds and such payment is received by the National Treasury. You indemnify the National Treasury against all costs, damages, losses, expenses and liabilities arising out of or in connection with the failure of your remittance to be honoured on first presentation;
 - 2.4.2 you are in possession of a valid South African identity number;

2.4.3 if you sign an Application Form on behalf of somebody else, you have the authority to do so and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions of Purchase, and you undertake to enclose your power of attorney or any other authority or a duly certified copy thereof; and

2.4.4 you are not engaged in, or utilizing funds from a person engaged in money laundering and that all information and particulars provided by you on the Application Form concerned is true and correct.

2.5 agree that:

2.5.1 at any time prior to unconditional acceptance by the National Treasury of payment, the National Treasury may without prejudice to any other rights it may have in law, terminate the issuance of any or all of the Retail Bond Series without any liability of the National Treasury to you or any other person(s), in which case you or any third party will have no claim for any loss or damage of whatsoever nature, however arising against the National Treasury as a result of such non-issuance;

2.5.2 on request by the National Treasury, you shall disclose promptly in writing to the National Treasury such information as the National Treasury may request in connection with your application, and authorize the National Treasury to disclose any information relating to your application which it may consider appropriate to any authority entitled in law to such information;

2.5.3 if at any time you are found to have made application with an incorrect or invalid identity number and evidence of identity satisfactory to the National Treasury is not provided to the National Treasury on request, including the provision of a valid identity number, or your Application Form is not completed correctly or is incomplete, or you do not provide a Designated Bank Account or if the accompanying deposit is for the wrong amount or where you are under the age of 21 (twenty one) and your application is not signed by your parent or guardian, the National Treasury may decline your application and return your application monies by direct deposit into the bank account set out in your Application Form. You agree that, in such event, you will have no claim against the National Treasury, or any of its officers, agents or employees in respect of your application or for any loss arising there from;

2.5.4 having had the opportunity to obtain and read the Manual, you shall be deemed to have noted all information and representations concerning the Retail Bonds contained in the Manual; and

2.5.5 any returned monies will be electronically credited to the account reflected on your Application Form without any interest accruing thereto.

3. If you have signed the Application Form on behalf of anyone else, then it is your principal who is party to these terms and conditions, and all references to you must be read as being references to your principal. In this event you undertake to enclose with your application the original or a certified copy of the relevant power of attorney, failing which your application may be rejected.
4. If your application is not acceptable, the amount deposited will be deposited into your account as set out in the Application Form. In the meantime, all monies will be retained by the National Treasury and any interest accrued on such funds will be retained by, and for the benefit of the National Treasury. Should your bank account details not be correct, monies will be retained by the National Treasury until claimed by you. No interest will be payable on such retained monies.
5. By completing an Application Form, you
 - 5.1 confirm that, in making an application, neither you nor any person on whose behalf you are applying is relying on any other information or representation in relation to the National Treasury except such as is contained in the Manual and the Terms and Conditions of Issue, and you agree that neither the Government, the National Treasury, any member of the National Treasury, or any person acting on its behalf or any person responsible for the Manual or the Terms and Conditions of Issue, or any part of them, shall have any liability for any such information or representation not contained in the Manual or the Terms and Conditions of Issue; and
 - 5.2 acknowledge that no person is authorized in connection with the Retail Bond to give any information or to make any representation, other than as contained in the Manual and, if given or made, any information or representation must not be relied upon as having been authorized by the National Treasury.
6. By completing and signing the Application Form you will be deemed to have agreed to be bound by the Terms and Conditions of Issue.
7. You agree that, the National Treasury may in its absolute discretion require verification of identity from any person lodging an Application Form who appears to the National Treasury to be acting on behalf of some other person. In all cases, verification of the identity of the applicant may be required. In addition, in

the second case, verification of the identity of any persons on whose behalf the applicant appears to be acting may be required. Failure to provide the necessary evidence of identity may result in your application being rejected or in delays in the processing of the application.

8. Application Forms must be completed in accordance with the provisions of these Terms and Conditions of Purchase and the instructions set out in the relevant Application Form.
9. Each application will be regarded as a single application.
10. To the extent permitted by law, all representations, warranties and conditions, express or implied, and whether statutory or otherwise (including, without limitation, but excluding any fraudulent representations) are expressly excluded in relation to the RSA Retail Savings Bond by the National Treasury.
11. The rights and remedies of the National Treasury under these Terms and Conditions of Purchase are in addition to any rights and remedies which would otherwise be available to the National Treasury in law.
12. You agree that all applications shall be governed by and construed in accordance with South African law, and that you submit to the non-exclusive jurisdiction of the South African courts, and agree that nothing shall limit the right of the National Treasury to bring any action, suit or proceedings arising out of or in connection with any such application in any other manner permitted by law or in any court of competent jurisdiction.
13. You authorize the National Treasury and its agents to do all such things necessary to effect entry of your name onto the Register.
14. Your application constitutes your offer to purchase from the National Treasury the RSA Retail Savings Bond selected on your Application Form.