

Verve Customer Re-Activation Reward Promo

Terms and Conditions

Promotional Overview

Participants in "Verve Customer Re-Activation Promo" (The "**Promotion**") will be deemed to have accepted these Terms and Conditions ("**Terms & Conditions**") and agreed to be bound by them when participating in the Promotion. Participants automatically lose their eligibility to participate in the Promotion upon violation (or attempted violation) of these Terms & Conditions or the spirit of these Terms & Conditions.

For the purposes of this Promotion, the promoter is Verve Card Services Limited and with whom you are contracting ("We", "Us" and "Our").

1. Promotion Period

The Promotion shall run from the 20 of November, 2017 to the 19th of January, 2018. ("Promotional Period")

2. Territory

The Promotion will only be valid in the Federal Republic of Nigeria (hereafter called "Nigeria").

3. Eligibility to Participate

3.1. To be eligible to participate in the Promotion, you must:

- 3.1.1. Be aged 18 years and above and possess full legal capacity;
- 3.1.2. Be the holder of a Verve® payment card issued by First Bank of Nigeria Ltd, which has not been used for financial transactions for a period not less than 6 months preceding the commencement of the Promotional Period;
- 3.1.3. Be a legal resident of Nigeria at the time of making a valid Entry; and
- 3.1.4. Have perused and have a clear understanding of these Terms and Conditions.

3.2. **Participating Bank**- First Bank of Nigeria Ltd.

4. Participation

4.1. Participation in this Promotion is voluntary.

4.2. To participate in the Promotion, you must:

4.2.1. Conduct at least two successful non-cash transactions with your Verve® payment card;
and

4.2.2. Use a Verve® payment card issued by First Bank of Nigeria Ltd, which has not been used for financial transactions for a period no less than 6 months preceding the commencement of the Promotional Period.

4.3. For the purposes of this Terms and Conditions, non-cash Transactions shall mean all kinds of transaction at an Automated Teller Machine or payment for goods or services with your Verve® payment card through any electronic channel except cash withdrawal.

4.4. You understand and accept that any sums applied or expended by you in participating in this Promotion is non-refundable.

5. Disqualified Participants

- 5.1. Our officers, directors, employees, consultants or agents of or any of our subsidiaries, parent or associated companies, or any of our or their respective suppliers or vendors (including advertising, printing and publicity agencies) or any officers, directors, employees, consultants or agents of any entity connected with the Promotion, or relatives of any of the foregoing persons, "relative" shall include, but not be limited to, a spouse, partner, child or sibling and any person residing in the same household as any of the foregoing persons shall not be eligible to participate in the Promotion.
- 5.2. If a non-eligible person participates in any Promotion, we reserve the right, without prejudice to any other rights available under law, to seek the return of any bonus, payment, award or other prize from that person.

6. Prizes

- 6.1. The potential prizes are:
 - ₦100,000 cash; or
 - ₦1,000 airtime on any Telecommunication Network in Nigeria.
- 6.2. The winner is solely responsible for the payment of any applicable tax in relation to the relevant Prize.
- 6.3. All costs, expenses and procedures associated with prize acceptance and use exceeding the value of the Prize are the sole responsibility of the winner, including, without limitation, transportation charges, incidentals, telephone calls, and any other costs, expenses and procedures.
- 6.4. Alternatives to the Prize will not be awarded. Requests to transfer the Prize to another person will not be entertained or granted. Prizes cannot be sold to a third party whether in whole or in part. Each Winner will be required to present valid identification (i.e. a valid national drivers licence, a valid international passport, national identification card or a voters card) to claim his or her Prize.
- 6.5. Failure of a winner to redeem his/her reward within 2 weeks of contact from the Participating Bank, shall be deemed an act of forfeiture.
- 6.6. If the Participating Bank is unable to contact a winner after 3 attempts, the reward shall be deemed forfeited.

7. Prize Draws

- 7.1. Winners would be selected at random, using a randomizer. There is no maximum limit to the number of financial transactions an eligible participant can perform. However, each participant would be limited to only one Prize for the entire duration of the Promotion, irrespective of the number of transactions they conduct or Verve® payment cards they hold.
- 7.2. The Participating Bank will provide details of Eligible Customers for our input in an electronic randomizer.
- 7.3. Winners will be contacted via email or telephone call by the Participating Bank to claim their prize within 7 calendar days from the date of communication by the applicable bank. If any winner is unable, for any reason, to accept a prize, or cannot be contacted within this timeframe, another winner(s) may be awarded the Prize subject to the same mechanics and

restrictions as contained in this Terms and Conditions, or the Prize may be disposed as required by law or at our absolute discretion.

8. Our Liability

- 8.1. We do not accept responsibility for network, computer, hardware and/or software failures of any kind, which may restrict or delay the sending or receipt of entries. We do not guarantee that data will be accurately reported, and we are not responsible for the lost opportunity in entering the Promotion should any such data not be reported. Participation in this Promotion is not guaranteed.
- 8.2. Us, our staff, participating companies' staff and associated companies will not be responsible for any loss or damage suffered by any participant, prize winner or any other person in connection with the Promotion, or in the use of the Prize.
- 8.3. You agree to indemnify Us (and our officers, employees and agents) and hold us harmless against any damages, liabilities, losses, or expenses incurred arising directly or indirectly out of your participation in the Promotion, your use or acceptance of any Prize, breach of these Terms and Conditions or your negligent or fraudulent act or omission in relation to the Promotion.
- 8.4. If the Promotion cannot be executed as stated under this Terms and Conditions, for any reason, we shall incur no liability and no bonus, payment or prize of any kind will be awarded.

9. Alteration and termination of Promotions

- 9.1. We reserve the right to alter, discontinue or terminate the Promotion, or any aspect of it, at any time, with or without notice, for any reason whatsoever and we shall incur no liability for such alteration, discontinuance or termination.
- 9.2. We reserve the right to amend the Terms & Conditions without any notice. Any changes will be posted on www.myverveworld.com. We recommend you revisit these Terms and Conditions regularly. By your continued participation in the Promotion, you accept any such modified terms.

10. General

- 10.1. By entering this Promotion, a participant consents to use of his or her personal data or image to the extent necessary for the effective conduct of the Promotion which may include the passing of such personal information or image to third parties.
- 10.2. All participants are still bound by any terms and conditions related to the use of third-party websites. The provisions in these Terms & Conditions are superior to any provision which conflicts with the terms and conditions of any third-party website to the extent they relate to the operation of this Promotion.
- 10.3. We reserve the right to publish the names and images of winners without prior notice.
- 10.4. We reserve the sole right to nullify and void any entry based on fraudulent transactions, or where a transaction is rejected or reversed for any reason.
- 10.5. This Terms and Conditions is governed by the relevant laws of Nigeria and the parties submit themselves to the exclusive jurisdiction of the Courts of Nigeria.
- 10.6. No third party shall have a right to enforce any provisions of this Terms and Conditions.
- 10.7. Failure by Us to enforce a right under this Terms and Conditions does not result in waiver of such right.

- 10.8. If any part of this Terms and Conditions is found to be unenforceable as a matter of law, all other parts of the Terms and Conditions shall be unaffected and shall remain in force.
- 10.9. Our determination and decision on all matters will be final and no correspondence will be entered. Any dispute or situation not covered by this Terms and Conditions will be resolved by Our management in a manner it deems to be the fairest to all concerned and, that decision shall be final and binding on all persons.