

Firstmonie Agent Reward Promotion Terms and Conditions

The terms and conditions below apply to the Firstmonie Agent Reward Promotion ("the Promo"). The Promo is designed and offered by First Bank of Nigeria Limited as part of her incentivization initiative to reward loyal agents who perform more transactions on the Firstmonie platform.

By participating in the Promo, you confirm that you have read, understood and agree to be bound by the terms and conditions contained herein, and subsequent amendments thereto as well as all applicable laws and regulations now existing or which may hereafter be enacted, issued or enforced. You agree to be bound by these terms and conditions ("the Terms"). You also agree that the Terms are supplementary to the other existing terms governing the banking relationship between you and the Bank and subsequent amendments thereto, including without limitation's **DATA PROTECTION POLICY STATEMENT** (the Other Terms). You further confirm that you have read, understood and agree to be bound by the Other Terms.

In these Terms, "the Bank" "we", "us" or "our" refers to First Bank of Nigeria Limited (FirstBank) and its successors, assigns, while "you" "your" "Participant" or "Individual" refers to any Agent participating in the Promo.

1. Participation in the Promo and Eligibility

- i. Participation in the Promo is voluntary, free and available only to Firstmonie Agents.
- ii. The Promo is open only to Firstmonie Agents who use the Firstmonie Channel by FirstBank of Nigeria Limited ("FirstBank" or "the Bank").
- iii. The Promo is valid only within the Promo period.
- iv. To participate in the Promo, you must:
 - a. Transact on the Firstmonie platform;
 - b. Increase your monthly transaction count from the current performance count to the target count per category.

2. Promo Dynamics

- i. The Promo shall run for a period of 3 months. Starting from November 1, 2020 to January 31, 2021 (Promo Period). FirstBank however reserves the right to cancel, discontinue or stop the Promo at any time without justification or notice to Firstmonie Agents.
- ii. To participate, kindly follow the instructions set out in the relevant Promo communications circulated via FirstBank email, eflyers or website (www.firstbanknigeria.com), or as may be provided in the course of your discussion with our FirstContact representative.
- iii. There are six categories for the Promo as detailed in our communications on the Promo.
- iv. A Firstmonie Agent can only qualify to win a category once during the Promo Period.
- v. A ranking system will be used by the Bank to select winners every month from each category.

3. Winner Selection and Notification.

- i. A maximum of 250 Firstmonie Agents will be rewarded by FirstBank in the Promo every month. To be amongst the 250 eligible winners, you must achieve or surpass the target count for the category and be ranked by FirstBank amongst the highest for the band in the referenced month of the Promo.
- ii. Where two or more Firstmonie Agents tie for the reward prize for the Promo, the winner will be selected at FirstBank's discretion.
- iii. Winners shall be collated at the end of every month by FirstBank
- iv. Winners will be contacted or informed of their winning via SMS Push Notification and/or Email or any other channel to be determined by FirstBank in its sole discretion.
- v. Winners shall be subsequently rewarded on a date to be determined by FirstBank at its sole discretion.

- vi. FirstBank reserves the right to disqualify a potential winner deemed ineligible (or who otherwise does not qualify to become a winner) and select another winner.

4. Use of Data.

FirstBank will collect personal data about participants including their name, phone numbers, e-mail addresses and information about participants. By participating in the Promo and providing us with your personal information, you expressly consent to us: (i) processing your personal information/data as may be required by FirstBank for the purpose of the Promo and other promotional activities; and (ii) using any data or information obtained from you, including your personal data and sharing same with other third parties, including our subsidiary companies, parent, affiliates, members of FBN Holdings Plc's group (Related Parties) and any service provider(s) engaged by FirstBank for the purpose of the Promo.

5. Disclaimer and Indemnification.

Each participant in the Promo agree to release, discharge, indemnify and hold harmless FirstBank, the Related Parties, and each of their respective directors, officers, employees and shareholders from any and all liability, loss, damage or injuries to any person (including death) or loss of property of any kind sustained in connection with the participant's participation in the Promo or from participant's acceptance, receipt, possession and/or use or misuse of the Promo reward, or for any typographical or other error in the printing, offering or announcement of the prize.

FirstBank reserves the right at its sole discretion, to disqualify any agent who tampers with the entry process, and to cancel, terminate, modify or suspend the Promo in whole or in part, at any time, without notice and disclaims any liability, claims or losses that may arise therefrom.

6. Exclusion and Limitation of Liability.

Except as otherwise prohibited under the law, in no event will FirstBank, its affiliates, subsidiaries and/or any member of FBN Holdings Plc or their licensors, service providers or their employees, officers or directors be liable to you for damages, loss, liabilities, claims, and proceedings of any kind, under any legal theory, arising out of or in connection with your participation in the Promo, use or misuse of the Promo reward, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data and (including losses

arising from FirstBank's negligence), breach of these terms, cancellation, modification or suspension of the Promo or otherwise, even if such loss foreseeable whether or not FirstBank has been notified of the possibility of loss occurring.

FirstBank excludes liability for any problems, error or technical malfunction of any telephone network or internet data service network, servers, computer equipment, software or failure of any e-mail or any system or application which prevent you from entering into or hampers your ability to participate in the Promo or receive winners' reward; whether or not same arises on account of technical problems, human error or traffic congestion on the Internet or at any website (including mobile applications), or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from your participation in the Promo or the downloading of any materials in the Promo as well as any activities of hackers.

7. Criminal violations.

Any attempt to deliberately damage any website, mobile app, hack into any participant's account or that of FirstBank or any other attempts to or undermines the legitimate operation of the Promo will result in automatic disqualification of that Agent from participating in the Promo. FirstBank reserves the right to: (a) seek damages from such Agent; and (b) report such Agent to law enforcement agencies for prosecution.

8. Law and jurisdiction.

These Terms, your participation in the Promo and any dispute or claim arising out of or in connection therewith (including any non-contractual disputes or claims) will be governed by the laws of the Federal Republic of Nigeria. By participating in the Campaign, you agree that Nigerian courts will have exclusive jurisdiction to settle any such disputes or claims.

9. Complaints.

In the event you have any complaint regarding the Promo, the same should be brought to the notice of FirstBank immediately at our 24 hour support Centre Firstcontact on 01-4485500 or email firstcontact@firstbanknigeria.com.

10. Other Terms

- i. You shall not assign or transfer any or all your rights or obligations under the Promo.
- ii. No third party shall have a right to enforce these Terms against FirstBank.
- iii. Each winner will be responsible for all the costs and expenses related to the Promo reward that are not specifically mentioned in these Terms, including, but not limited to, taxes, any other expenses that might reasonably be incurred by the winner in receiving or using the reward.
- iv. FirstBank shall not be responsible for reward that is lost, or delayed as a result of any network, computer, or cell phone hardware or software failure of any kind.
- v. Failure by Us to enforce a right under these Terms does not result in waiver of such right(s).
- vi. If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms shall be unaffected and shall remain in force.
- vii. By participating in the Promo, you acknowledge that FirstBank's determination and decision on all matters concerning the Campaign and applicable rewards will be final.

- viii. These Terms may be amended by the Bank and such changes shall be binding on all participants upon publication.
- ix. By participating in the Promo you consent to FirstBank's use and/or publication of your name, photograph, prize information, and biographical information for publicity and promotional purposes without compensation to the extent permitted by law.

For more enquiries, please contact the Bank via email - firstcontact@firstbanknigeria.com