



TERMS AND CONDITIONS

First Bank of Nigeria Limited (FirstBank), Nigeria's largest bank has launched an exciting Instagram Valentine Campaign (the "Campaign") to reward FirstBank Instagram Followers who maintain personal bank account with FirstBank and participate in the Campaign. The Campaign begins Wednesday 13th February 2019 ends at 2pm Nigerian Time on February 19, 2019 (the "Campaign Period").

1. Terms.

The following terms and conditions apply to your participation in FirstBank's 2019 Instagram Valentine Campaign. By participating in the campaign you agree to be bound by these terms and conditions.

2. Eligibility.

The Campaign is open to the following FirstBank Instagram Followers: (i) existing and new followers; (ii) who maintain and operate personal bank account(s) with FirstBank; (iii) who are legally resident in Nigeria; (iv) who natural persons and are eighteen (18) years or older at the time they participated in the Campaign; (v) who repost the Campaign creatives on their own personal Instagram page and tag at least ten (10) other Instagram followers who themselves are FirstBank Instagram Followers (both old and new followers). Employees, officers, and directors (including their immediate family members) of First Bank of Nigeria Limited or any of its affiliated companies, FBN Holdco Plc, FirstBank subsidiaries, and advertising and promotion agencies, and any other entities associated with this Campaign (collectively, "Related Parties"), are not eligible to participate in the Campaign.

3. How to Participate.

During the Campaign Period, FirstBank will post the Campaign creatives on FirstBank official Instagram page. Eligible participants must:

- i. be following FirstBank official Instagram page.
- ii. like and repost the Campaign creatives on their own personal Instagram.
- iii. tag a least ten (10) other Instagram users who themselves follow FirstBank's official Instagram page.

4. Winner Selection and Notification.

After the end of the Campaign Period, FirstBank will determine the Winners in its sole discretion randomly from a pool of eligible participants who complied with these terms and conditions over the Campaign Period and in accordance with any other factors FirstBank may decide in its sole discretion to consider. There will be 2 (two) winners. Winners will be announced on 20th February, 2019.

Potential winners will be notified by a message on their personal Instagram page or via any other communication channel FirstBank may decide in its sole discretion. FirstBank may also announce potential winners on FirstBank official Instagram page. 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. **By participating in the Campaign 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.**

5. Winners' other Conditions.

Winners must comply with the following conditions:

- a. communicate their acceptance of the prize to FirstBank within 24 hours from the time of receiving notification from FirstBank or publication of winners list by FirstBank on its official Instagram page. If a selected winner does not confirm acceptance of the prize within the specified timeframe via any of the communication channels advised by FirstBank, he or she will forfeit the prize.
- b. be eligible to legally enter Dubai, UAE.
- c. must have a travel date within one month from the end of the Campaign but not later than March 21, 2018.
- d. must use only FirstBank's product during the vacation to Dubai, UAE e.g. FirstBank issued ATM cards, FirstBank Mobile App, etc.

6. Campaign Prize Package.

All expense paid trip to Dubai, UAE. The campaign prize package includes:

- a. Visa
- b. Airport Shuttle
- c. Flight Tickets
- d. Accommodation

The Campaign prize package is exclusive of international passport fees, shopping costs and/or any other expense types not expressly stated in the Campaign prize package.

7. Restrictions.

Winners cannot substitute, assign or transfer the prize to any other person(s). Each winner will be: (i) responsible for all the costs and expenses related to the prize that are not specifically mentioned in Campaign Prize Package, including, but not limited to, taxes, any other expenses that might reasonably be incurred by the winner in receiving or using the prize.

8. Use of Data.

FirstBank will collect personal data about participants including their Instagram name, phone numbers, e-mail addresses and information about participants. By participating in the Campaign and providing us with your personal information, you expressly consent to

us: (a) processing your personal information/data as may be required by the Bank for the purpose of the Campaign and other promotional activities; and (b) 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 and any service provider(s) engaged by FirstBank for the Campaign.

9. Disclaimer and Indemnification.

Each participant in the Campaign and each winner agrees to release, discharge, indemnify and hold harmless FirstBank, the Related Parties, and each of their respective directors, officers, employees, shareholders and agents 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 their participation in the Campaign or from their acceptance, receipt, possession and/or use or misuse of the Campaign prize package, 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 individual who tampers with the Campaign process, and to cancel, terminate, modify or suspend the Campaign in whole or in part, at any time, without notice and disclaims any liability, claims or losses that may arise therefrom.

Each winner undertakes to and shall comply with applicable travel laws and rules (local and international), all Nigerian laws as well as applicable UAE laws during his/her stay in Dubai, UAE. Each winner will indemnify, defend and hold harmless FirstBank and its affiliates, subsidiaries, members of FBN Holding Plc's group and their respective employees, attorneys, agents, service providers, successors and assigns from any and all loss, cost or expense including reasonable attorneys' fees and costs of suit or settlement thereof, arising from any claim, action, government procedure, or suit directly arising out of any breach of these terms and conditions, any applicable laws as well as any breach of the travel and/or accommodation terms and conditions.

10. 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 agents, employees, agents, officers or directors be liable to you for damages of any kind, under any legal theory, arising out of or in connection with your participation in the campaign, use or misuse of the Campaign Prize Package, 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 campaign or otherwise, even if such loss foreseeable whether or not FirstBank has been notified of the possibility loss occurring. Where FirstBank cannot exclude liability under the applicable law, FirstBank's sole liability for any loss regardless of how it occurs (including in cases of negligence) shall be limited to one hundred naira only.

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 (Including the Instagram application or website) which prevent you from entering into or hampers your ability to participate in the Campaign or receive winners' prize package; 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 this Campaign or the downloading of any materials in this Campaign as well as any activities of hackers.

11. Criminal violations.

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

12. Law and jurisdiction.

These Terms and Conditions, your participation in the Campaign 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.

13. Complaints.

In the event you have any complaint regarding the Campaign or concerning your use of the prize package, 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.