

Terms and Conditions (T&Cs) FirstMobile Transaction Reward Promotion

1. Introduction

This Promotion is designed to reward 1,702 (one thousand, seven hundred and two) First Bank of Nigeria Limited ("FirstBank" or "the Bank") customers who transact on the FirstBank Mobile Application (FirstMobile) channels. The Promotion will run for a period of 2 (two) months with a total cash and non-cash reward of N36,000,000.00 (Thirty-Six Million Naira) (the "Promotion" or "Promo").

To qualify, the customer must use FirstMobile to consummate a varying number of transactions, which include Transfers, Airtime Purchases and Bill Payments ("Transactions"). Only transactions done via FirstMobile will qualify for the Promo.

The Promotion shall run from Monday, January 15th, 2024 – Friday, March 15th, 2024 ("Promo Period") and will only be valid in the Federal Republic of Nigeria (hereafter called "Nigeria").

2. Legal Agreement

These Terms and Conditions ("the Terms") apply to the FirstMobile Transaction Reward Promotion on the FirstMobile Channel hosted by FirstBank which can be accessed through any mobile device.

In these Terms and Conditions, "the Bank" "we", "us" or "our" refers to FirstBank and its successors, agents and assigns, while "you" or "your" refers to anyone participating in this Promo. These terms and conditions form a legal agreement between you and FirstBank and can only be amended by the Bank. By participating in the FirstMobile Transaction Reward Promotion, 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 to the Bank'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.

Please check these T&Cs and any applicable specific promotional terms before participating in the Promotion.

3. Promotion Dynamics

- a) The Promo runs for 2 (two) months, split into an 8 (eight) week period from Monday, January 15th, 2024 – Friday, March 15th, 2024.
- b) A Customer can only win once.

- c) The reward will be in different categories as proposed below:
 - i. Category 1- Transact 5 (five) times a week and stand a chance to win N10,000 worth of airtime and data. 100 winners to emerge weekly for 8 weeks.
 - ii. Category 2- Transact 10 (ten) times a week and stand a chance to win N20,000 weekly. 100 Winners to emerge weekly for 8 (eight) weeks.
 - iii. Category 3- Transact 25 (twenty-five) times a month and stand a chance to win N100,000 (One Hundred Thousand Naira) monthly. 50 (fifty) Winners to emerge monthly for 2 (two) months.
 - iv. Category 4- Grand Prize of N1,000,000 (One Million Naira) for 2 (two) lucky winners who transact 50 (fifty) times within the 2 (two) months period of the campaign.
- d) The total number of potential unique winners is 1,702 (one thousand, seven hundred and two).
- e) The total campaign prize pool is N36,000,000 (Thirty-Six Million Naira).
- f) There will be 8 (eight) weekly draws, 2 (two) monthly draws and 1 (one) Grand Prize draw.
- g) Draws and winnings will commence in week 2 (two) of the promo.
- h) The Promo Period is between Monday, January 15th, 2024 – Friday, March 15th, 2024.
- i) FirstBank reserves the right to cancel, discontinue or stop the Promotion at any time without justification or notice to any participant.

4. Eligibility to participate in the FirstMobile Transaction Reward Promotion

- a) To be eligible for the Promotion, you must be a FirstBank account holder (Customer) and enrolled on the FirstMobile App.
- b) The Promotion is only strictly open to customers that have been registered on the FirstMobile App.
- c) The reward is open to transactions on Fund Transfers, Airtime Purchases and Bill Payments on the FirstMobile App.
- d) Winners will be randomly selected.
- e) Winners will be contacted or informed of their winnings via SMS, Push Notification and/or Email or any other channel to be determined by FirstBank in its sole discretion.
- f) Winners shall be subsequently rewarded on a date and time and with an airtime value or cash in line with the promotion dynamics.
- g) 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, provided always that the disqualified winner/ winner subject to substitution may seek recourse from the National Lottery Regulatory Commission
- h) Prizes are only valid while the promotion lasts.

5. Participation in the FirstMobile Transaction Reward Promotion

- a) Participation in this Promo is voluntary, as such no customer is under any compulsion to subscribe during this period.
- b) To participate, kindly follow the instructions set out in the relevant Promo Communications that is circulated via the FirstMobile Application, FirstBank's Social Media Channels, or website (www.firstbanknigeria.com) or in the course of your discussion with our FirstContact Representative.

6. 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 Promotion 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.
- (iii) We reserve the right to publish the names and images of winners without prior notice.
- (iv) Participants acknowledge that countries where their personal data may be shared may not have data protection laws which are neither equivalent nor stricter than those of participant's country of residence.

7. Disclaimer and Indemnification

Each participant in the Promo agrees 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.

8. 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, but without limitation to 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 is foreseeable whether or not FirstBank has been notified of the possibility of loss occurring.

FirstBank excludes liability for any problems, errors or technical malfunctions 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 Promotion as well as any activities of hackers.

9. Criminal Violations

Any attempt to deliberately damage any website or mobile app, hack into any participant's account or that of FirstBank or any other attempts to undermine the legitimate operation of the Promo will result in the 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.

10. 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 the Nigerian courts will have exclusive jurisdiction to settle any such disputes or claims in relation to this Promo.

11. 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 reached on 01-4485500 or through email @ firstcontact.complaints@firstbanknigeria.com.

12. General Conditions

- a. You shall not assign or transfer any or all your rights or obligations under the Promo.
- b. No third party shall have a right to enforce the T&Cs against FirstBank.
- c. 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.
- d. FirstBank shall not be responsible for a reward that is lost, or delayed as a result of any network, computer, or cell phone hardware or software failure of any kind.
- e. Failure by us to enforce a right under the T&Cs does not result in waiver of such right.
- f. If any part of the T&Cs is found to be unenforceable as a matter of law, all other parts of the T&Cs shall be unaffected and shall remain in force.
- g. By participating in this promo, you acknowledge that our determination and decision on all matters concerning the promo shall be final, and no correspondence will be entered.
- h. Any dispute or situation not covered by the T&Cs will be resolved by FirstBank's management team working in conjunction with the National Lottery Regulatory Commission and in a manner

which the two bodies deem fit and consider in their discretion to be the fairest outcome for all concerned and, that decision shall be final and binding on all participants.

- i. These Terms may be amended by the Bank from time to time and such changes shall be binding on future participants upon publication.
- j. FirstBank shall not be liable to any participant for any loss, liabilities, claims, and proceedings arising from or otherwise in connection with this Promo. Therefore, you agree to and hereby indemnify and hold FirstBank harmless against any loss, claims, and liability whatsoever that you may incur or suffer as a result of or in connection with the Promo. Please note that the usual FirstBank terms and condition for the use of your FirstMobile app will apply.
- k. 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 - digitalbanking12@firstbanknigeria.com