

## TERMS AND CONDITION

First Bank of Nigeria Limited (FirstBank), has launched a Visa End of Year Campaign (the "Campaign") for a period commencing from December 9, 2019 to January 8, 2020 (the "Campaign Period").

The Campaign seeks to reward its Naira Credit Card (NCC) and Visa Gold Card Holders (hereinafter referred to as the "CardHolders") who spend a minimum of NGN200,000.00 (Two Hundred Thousand Naira) only, and USD\$250 (Two Hundred and Fifty United States Dollars) only, respectively, subject to these terms and conditions.

### 1. Terms.

The following terms and conditions apply to your participation in the Campaign. By participating in the Campaign you agree to be bound by these terms and conditions.

### 2. Eligibility.

Eligibility criteria for the Campaign shall include as follows:

#### (A) For Naira Credit Card:

- a. Existing and new NCC Holders
- b. Cardholders who during the Campaign Period, have a monthly minimum spend of NGN200,000.00 (Two Hundred Thousand Naira) only.
- c. CardHolders who use their cards for (i) withdrawals on ATMs; or (ii) purchase transactions on POS or WEB.

#### (B) For Visa Gold Card:

- a. Existing and new Visa Gold Card Holders
- b. Cardholders who during the Campaign Period, have a monthly minimum spend of USD\$250 (Two Hundred and Fifty United States Dollars) only.
- c. CardHolders who carry out purchase transactions with their cards on POS or WEB only.

### 3. Rewards

The following reward will apply:

#### (A) For Naira Credit Card:

| Monthly Spend (NGN) | Cash (NGN) |
|---------------------|------------|
| 200,000 - 399,000   | 0.50%      |
| 400,000 - 599,000   | 0.60%      |

|                   |       |
|-------------------|-------|
| 600,000 and above | 0.70% |
|-------------------|-------|

\*Subject to a maximum reward of NGN6,000.00 (Six Thousand Naira) only.

(B) For Visa Gold

| Monthly Spend<br>(USD) | Cash Reward<br>(USD) |
|------------------------|----------------------|
| 250 – 550              | 1.0%                 |
| 551-1200               | 1.10%                |
| 1,200 and above        | 1.20%                |

\*Subject to a maximum reward of USD\$50.00 (Fifty United States Dollars) only.

(C) The reward will be credited into the qualifying CardHolder’s account at the end of the Campaign Period.

**4. Use of Data.**

By participating in the Campaign you consent to FirstBank’s use and/or publication of your name, prize information and biographical information for publicity and promotional purposes without compensation to the extent permitted by law.

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.

**5. Disclaimer and Indemnification.**

(A) Each participant in the Campaign agrees to release, discharge, indemnify and hold harmless FirstBank, 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.

(B) Each participant hereby further indemnifies, defends and holds FirstBank harmless 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 and any applicable Laws.

(C) FirstBank reserves the right at its sole discretion, to disqualify any individual, 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 or for any typographical or other error in the printing, offering or the reward system under the Campaign.

**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 agents, its 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, 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 was foreseeable and whether or not FirstBank has been notified of the possibility of the 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 which prevent you from entering into or hampers your ability to participate in the Campaign or receive the 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 POS), 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.

**7. Criminal violations.**

Any attempt to deliberately attempt to or undermine 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.

**8. 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.

9. Complaints.

In the event you have any complaint regarding the Campaign, 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](mailto:firstcontact@firstbanknigeria.com).