

## TERMS AND CONDITION

### FIRSTBANK POS AND WEB TRANSACTION DRIVE CAMPAIGN

The terms and conditions below apply to the FirstBank Debit Card Transaction Drive on POS and Web Campaign (the "Campaign"). The Campaign is designed and offered by First Bank of Nigeria Limited (FirstBank) to reward FirstBank account holders that consummate transaction using their Debit cards to make payments via the POS and Web payment platforms subject to these terms and condition.

By participating in the Campaign, 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 (Terms). You also agree that the Terms are supplementary to, the FirstBank Debit Card terms and conditions and other existing terms governing the banking relationship between you and the Bank and subsequent amendments thereto, including without limitation's **DATA PROTECTION POLICY STATEMENT** (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, agents and assigns, while "you" or "your" refers to any one participating in the Campaign.

#### 1. Participation in the Campaign and Eligibility

- i. Participation in the Campaign is voluntary and available to FirstBank account holders with Debit Cards, used through the POS and Web payment platform.
- ii. To participate in the Campaign, you must:
  - a. Be a Debit card holder with the Mastercard or Verve card scheme.
  - b. Use your Debit card for payment on either the POS or Web payment channel.
  - c. Be among the top 500 transacting customer for the week within the campaign period.
- iii. Transaction consummated via Agent's POS are not eligible.
- iv. Winners can only be rewarded once a month.

#### 2. Campaign Dynamics

- i. The campaign will run for 6 months starting from the 7<sup>th</sup> June to 5<sup>th</sup> November 2021 (the "Campaign Period").
- ii. To participate, kindly follow the instructions set out in the relevant Campaign communications circulated via FirstBank E-flyer, HTML, Push notifications, SMS or website ([www.firstbanknigeria.com](http://www.firstbanknigeria.com)).

#### 3. Rewards

The following reward will apply to the Campaign:

- i. Customers that make payment for various transaction with their Mastercard and/or Verve Debit cards on the POS and Web payment channel and are among the top 500 transacting customers for the week during the campaign period, shall be entitled to a cashback of 10% of the transaction value with a maximum reward capped at One Thousand Naira (NGN1,000). The Cashback shall be credited to the qualifying customers' operating accounts.
- ii. A customer will only be entitled to win once every month throughout the campaign period.

#### **4. Use of Data.**

FirstBank will collect personal data about participants including their names, 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: (i) processing your personal information/data as may be required by FirstBank for the purpose of the Campaign 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 Campaign.

#### **5. Disclaimer and Indemnification.**

Each participant in the Campaign agree 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 the participant's participation in the Campaign or from participant's acceptance, receipt, possession and/or use or misuse of the Campaign 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 individual who tampers with the entry 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.

#### **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, employees, agents, 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 Campaign, use or misuse of the Campaign 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 campaign or otherwise, even if such loss foreseeable whether or not FirstBank has been notified of the possibility 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 Campaign 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 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 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 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, 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).

#### **10. Other Terms**

- i. You shall not assign or transfer any or all your rights or obligations under the Campaign.
- 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 Campaign 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 Campaign, 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 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.

For more enquiries, please contact the Bank via email - [firstcontact@firstbanknigeria.com](mailto:firstcontact@firstbanknigeria.com)