

Terms and Conditions  
Firstmonie Wallet Transact and Win Promo

**1. Introduction**

The terms and conditions below apply to the **Firstmonie Wallet Transact and Win Promo** on transactions in the following category, which includes, Airtime purchase, Data purchase, Bills payment, Virtual card creation, and Transfers to other banks on the Firstmonie Wallet accessed through the Firstmonie Wallet app or the \*894\*1# USSD string (the “**Promo**”). The **Promo** is designed and offered by First Bank of Nigeria Limited (“FirstBank” or “Bank”) to reward Firstmonie Wallet users by providing an avenue where customers will win cash and other prizes when they transact using the Firstmonie wallet platform (App or USSD) subject to these terms and conditions.

Please read these terms and conditions carefully.

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 (Terms). You also agree that the Terms are supplementary to, the Firstmonie wallet terms and conditions and other existing terms governing the banking relationship between you and the Bank and subsequent amendments thereto, including without limitation to **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 FirstBank, its successors, agents and assigns, while "you" or "your" refers to anyone participating in this Promo.

**2. Participation and Eligibility to participate in the Firstmonie Wallet Transact and Win Promo**

- a. Participation in this Promo is voluntary, i.e it is open to new and existing Firstmonie Wallet Users and therefore, no Firstmonie Wallet User is under any compulsion to purchase Airtime, purchase Data, Bills payment, Virtual card creation, and Transfers to other banks during the Promo Period.
- b. To be eligible to participate in the Promo, you:
  - i. must have registered on the Firstmonie Wallet.
  - ii. do not need to be a FirstBank accountholder.
  - iii. must successfully purchase airtime, Data, Bills payment, Virtual card creation, and Transfer to other banks via the Firstmonie Wallet within the Promo Period.
- c. All cashback (cash prizes) will be credited into the wallets of the customers.
- d. Customers that meet up to the required volume and value of transactions weekly will qualify to participate in the draw which will be done solely by the bank.

- e. Winners will be selected monthly through a draw done solely by the bank from the pool of qualified customers that have performed transactions based on the selection criteria.
- f. To participate, kindly follow the instructions set out in the relevant Promo communications that is circulated via FirstBank’s social media channels or website ([www.firstbanknigeria.com](http://www.firstbanknigeria.com)) or as may be provided to you by our FirstContact representative.
- g. The Promo is valid only within the Promo Period.

### 3. Promo Dynamics

- a. The Promo runs for a period of 8 (Eight) weeks starting from 22nd November 2021 till 16<sup>th</sup> January, 2022 (“Promo Period”).
- b. Customers are eligible to win a Reward only once during the Promo Period.

### 4. Rewards

The following reward will apply to the Promo (“Reward”):

S/N	Transaction band (monthly)	Item to win	Total no of winners (8 weeks duration)	Minimum Transaction Value (monthly)
1	1-15 transactions	Cash reward of N10,000	200	7,000
2	16- 30 transactions	25kg bag of rice	106	15,000
		Standing fan	100	15,000
3	31-50 transactions	Generator	4	80,000
		Air conditioner	2	80,000
		LED Television	2	80,000
4	> 51 transactions	iPhone	4	150,000
		<b>Total</b>	<b>416</b>	

### 5. 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.

### 6. 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, 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 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 individual 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.

**7. 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 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 loss occurring.

FirstBank excludes liability for and shall not be liable 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 this Promo or the downloading of any materials in this Promo as well as any activities of hackers.

**8. 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 person from participating in the Promo. FirstBank reserves the right to: (a) seek damages from such persons; and (b) report such persons to law enforcement agencies for prosecution.

**9. Law and jurisdiction.**

These Terms, your participation in the Promo will be governed by the laws of the Federal Republic of Nigeria.

## 10. 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](mailto:firstcontact@firstbanknigeria.com).

## 11. General

- 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 these Terms 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 Reward that is lost or delayed or not received 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 these Terms does not result in waiver of such right(s).
- f. Any dispute or situation not covered by the T&Cs will be resolved by our management in a manner it deems, in its sole discretion, to be the fairest to all concerned and, that decision shall be final and binding on all participants.
- g. If any part of these Terms 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.
- h. By participating in this Promo, you acknowledge that our determination and decision on all matters concerning the Promo or the Reward will be final, and no correspondence will be entered.
- i. These Terms may be amended by the Bank from time to time and such changes shall be binding on all participants upon publication.
- j. These Terms are governed by and shall be construed in accordance with the laws of the Federal Republic of Nigeria.

For further enquiries, please contact the Bank via email [Firstcontact@firstbanknigeria.com](mailto:Firstcontact@firstbanknigeria.com);