

Terms and Conditions (T&Cs) guiding the 355 Restaurant & Lounge Promo

1. Introduction

The Promo is sponsored by 355 Restaurant & Lounge ("**355 Restaurant & Lounge**") in collaboration with FirstBank of Nigeria Limited ("**FirstBank**"). The above promo ("**Promo**") is open to all FirstBank Premium Customers (**Master Card Platinum Cardholders**). The Promo is a scheme to provide discounts to all FirstBank MasterCard Platinum Cardholders using their FirstBank cards to make payments via POS for products and/or services at **355 Restaurant & Lounge** location.

1.1 Legal Agreement

These Terms and Conditions ("**Terms**") apply to the Promo on the use of FirstBank cards by FirstBank MasterCard Platinum Cardholders to make payments via POS for products and/or services at all the **355 Restaurant & Lounge** outlets across the country.

In these Terms, "the Bank" "we", "us" or "our" refers to FirstBank and its successors, agents and assigns, while "you" or "your" refers to any one 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 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.

Please read through and accept these T&Cs and any applicable Specific Promotional Terms before participating in the Promotion.

2. Promotion Dynamics

- a. The promo will run from **23rd December 2021** till **22nd December 2022** and may be removed or discontinued at any time by FirstBank.
- b. The offer is valid while stock lasts and it is only available for payment made via POS by FirstBank Customers using their **FirstBank Platinum MasterCard**s to make payments at all the 355 Restaurant & Lounge outlets across the country.
- c. The detail of the items covered under the Promo are as follows:
 - i. 15% discount to FirstBank Customers using their FirstBank Platinum MasterCard for payment on all food items and non-bottle drinks in all 355 Restaurant & Lounge outlets across the country.

3. Eligibility to participate in the Promo

- a. To be eligible for the Promo, you must be a FirstBank account holder with a FirstBank Platinum MasterCard.
- b. You must have a valid FirstBank card.

4. Participation in the Promo

Participation in this Promo is voluntary, as such no customer is under any compulsion to purchase products or services during the Promo Period.

Cardholders are advised to read the Terms and Conditions (“T&C”) of **355 Restaurant & Lounge** applicable to their transactions in **355 Restaurant & Lounge** before consummating any transaction and should note that fees/charges may apply.

To participate, kindly follow the instructions set out in the relevant Promo Communications that is circulated via FirstBank Social Media Channels or website (www.firstbanknigeria.com) or in the course of your discussion with our FirstContact Representative.

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 campaign agree to release, discharge, indemnify and hold harmless FirstBank, and each of its 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.

FirstBank reserves the right at its sole discretion, to disqualify any Participant who tampers with the promo 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 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 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 of 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 promo; 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 campaign or the downloading of any materials in the campaign as well as any activities of hackers.

8. Criminal violations

Any attempt to deliberately damage any website, mobile app, hack into any participant's phone number or account or that of FirstBank or any other attempts to or undermine the legitimate operation of the Promo will result in automatic disqualification of that Participant from participating in the Promo. FirstBank reserves the right to: (a) seek damages from such Participant; and (b) report such Participant to law enforcement agencies for prosecution.

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 24hour support Centre Firstcontact on 01-4485500 or email firstcontact@firstbanknigeria.com.

10. 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 the T&Cs against FirstBank.
- c. Failure by Us to enforce a right under the T&Cs does not result in waiver of such right(s).
- d. 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.
- e. By participating in this Promo, you acknowledge that FirstBank and/or **355 Restaurant & Lounge** determination and decision on all matters concerning the Promo or discount will be final, and no correspondence will be entered.
- f. These Terms may be amended by the Bank from time to time and such changes shall be binding on future participants if any.
- g. Neither FirstBank nor **355 Restaurant & Lounge** shall be liable to any Cardholder for any loss arising from the unavailability of Promo discount or otherwise arising in connection with the Promo. Therefore, each Cardholder agrees to and hereby indemnifies and holds FirstBank harmless against any loss, claims or liability whatsoever that the Cardholder 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 FirstBank card will apply

11. 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 Nigerian courts will have exclusive jurisdiction to settle any such disputes or claims.

For further enquiries, please contact the Bank via email Firstcontact@firstbanknigeria.com;

