

FIRSTMONIE END-OF-YEAR PROMO TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) apply to the Firstmonie End-Of-Year Promo (“**Promo**”). The Promo is strictly for Firstmonie Agents who perform more transactions on the Firstmonie platform.

In these Terms, "the **Bank**" "**we**", "**us**" or "**our**" refers to First Bank of Nigeria Limited (“**FirstBank**”) and its successors and assigns, while "**you**" "**your**" "**Participant**" or "**Individual**" refers to any Agent participating in the Promo. 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. You also agree that these Terms are supplementary to the other existing terms governing the banking relationship between you and the Bank and subsequent amendments thereto, including without limitation, 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.

Participation in the Promo and Eligibility

- a. Participation in the Promo is voluntary, free and available only to registered Firstmonie Agents who use some or all the Firstmonie approved Channels (POS Terminal, Firstmonie Application and USSD).
- b. To participate in the Promo, you must:
 - I. transact on the Firstmonie Rapid app.
 - II. increase your weekly transaction count from the current weekly performance, by at least 200 (two hundred) extra transactions and multiples of 200 (two hundred) (“**Target**”).

1. Promo Dynamics

- a. The Promo shall run for a period of 5 (five) weeks, starting from 12.00 am on Friday, December 2, 2022 and shall end at 11:59pm on Thursday, January 5, 2022 (“**Promo Period**”). FirstBank, however, reserves the right to cancel, discontinue or stop the Promo at any time without justification or notice to Firstmonie Agents.
- b. To participate in the Promo, kindly follow the instructions set out in the relevant Promo communications circulated via FirstBank email, social media channels or website www.firstbanknigeria.com, or as may be provided in the course of your discussion with our FirstContact representatives.
- c. At the end of each week within the Promo Period, Firstmonie Agents that achieve the Target will receive a reward as defined in the table below, the same to be notified by FirstBank.

Incremental Weekly Target	Reward (₦)
200 Transactions	4, 000.00

400 Transactions	8, 000.00
600 Transactions	15, 000.00
800 Transactions	20, 000.00
1,000 Transactions	25, 000.00

- d. In addition to rewarding Firstmonie Agents that achieve the Target, the top 5 (five) performing Firstmonie Agents (by transaction volume in relation to the Target) nationwide, will receive cash rewards as defined in the table below, at the end of the Promo.

Performance	Prize (₺)
Best Performing Firstmonie Agent	600, 000.00
Second Best Performing Firstmonie Agent	400, 000.00
Third Best Performing Firstmonie Agent	250, 000.00
Fourth Best Performing Firstmonie Agent	150, 000.00
Fifth Best Performing Firstmonie Agent	100, 000.00

2. Winner Selection and Notification

- a. Firstmonie Agents that meet the Target will be rewarded by FirstBank at the end of each week within the Promo Period.
- b. To be an eligible winner, you must achieve or surpass the Target.
- c. You could also win additional cash price if you are among the Firstmonie Agents with the 5 (five) highest number of incremental transactions nationwide at the end of the Promo Period.
- d. Where 2 (two) or more Firstmonie Agents tie for the top 5 (five), the winner(s) will be selected at FirstBank's discretion.
- e. Regular winners shall be collated at the end of each week within the Promo Period, while the top 5 (five) winners shall be collated at the end of the Promo Period, by FirstBank.
- f. Winners will be contacted or informed of their wins via SMS notification and/or email or any other channel to be determined by FirstBank in its sole discretion.
- g. Winners shall be subsequently rewarded on a date to be determined by FirstBank at its sole discretion.
- h. FirstBank reserves the right to disqualify a potential winner its own reasons (including but not limited to ineligibility or disqualification) and select another winner, without notice or explanation to the potential winner.

3. 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 the 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.

4. Disclaimer and Indemnification.

- a. 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 the Participant's acceptance, receipt, possession and/or use or misuse of the Promo reward or prize, or for any typographical or other error in the printing, offering or announcement of the Promo reward or prize.
- b. FirstBank reserves the right at its sole discretion, 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.
- c. FirstBank reserves the right at its sole discretion, to disqualify any Agent from the Promo, without notice and disclaims any liability, claims or losses that may arise therefrom where the Agent:
 - I. tampers with the entry process and fails to meet the eligibility requirements.
 - II. manipulates or fraudulently roundtrips transaction counts to advance his/her chances of winning.
 - III. commits unethical acts leading to unearned commission.
 - IV. commits any other act which in FirstBank's opinion seeks to undermine the legitimate operation of the Promo.

5. Exclusion and Limitation of Liability.

- a. Except as otherwise prohibited under the law, in no event will FirstBank and/or its Related Parties 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 or prize, 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 of loss occurring.

- b. 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 or receive the Promo reward or prize; 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 the 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 Promo, as well as any activities of hackers.

6. Criminal violations.

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

7. 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 Promo, you agree that Nigerian courts will have exclusive jurisdiction to settle any such disputes or claims.

8. Complaints.

In the event that 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 .

9. Other Terms

- 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 or prizes that are not specifically mentioned in these Terms, including, but not limited to, taxes and any other expenses that might reasonably be incurred by the winner in receiving or using the reward or prizes.
- d. FirstBank shall not be responsible for a Promo reward or prize 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 any right(s) under these Terms does not result in waiver of such right(s).

- f. 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.
- g. By participating in the Promo, you acknowledge that FirstBank's determination and decision on all matters concerning the Promo and applicable rewards or prizes will be final.
- h. These Terms may be amended by the Bank at any time and such changes shall be binding on all Participants upon publication.
- i. 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 – firstcontact@firstbanknigeria.com .