# **Terms and Conditions**

# **Promotional Overview**

These Terms & Conditions ("Terms") apply to the Quickteller-FirstBank Transact and Win Promotion ("Promo").

In these Terms, "we", "us" and "our" refer to Interswitch Limited of Plot 1648C, Oko Awo Street, Victoria Island, Lagos, Nigeria ("Interswitch") and First Bank of Nigeria Limited of Samuel Asabia House, 35, Marina, P.O. Box 5216, Lagos, Nigeria ("FirstBank"), while "you", "your" and "Participant" refer to any person eligible to participate in the Promo pursuant to these Terms.

By participating in the Promo, you confirm that you have read, understood and agree to be bound by these Terms, and subsequent amendments thereto, as well as all applicable laws now existing or which may hereafter be enacted, issued or enforced. You agree that you shall automatically lose your eligibility to participate in the Promo upon violation (or attempted violation) of these Terms.

You agree that these Terms are in addition to the standard terms and conditions for use of Interswitch's Quickteller platform (i.e., <a href="www.quickteller.com">www.quickteller.com</a>/ or the Quickteller App) ("Platform"), as well as the terms and conditions of use of FirstBank cards (collectively "Other Terms"). You confirm that you have read, understood and agree to be bound by the Other Terms. In the event of a conflict between the provisions of these Terms and the provisions of the Other Terms regarding the operation of the Promo, the provisions of these Terms shall prevail.

#### The Promoter

The Promo is organized by Interswitch and conducted in collaboration with FirstBank. Interswitch is responsible for managing the Promo, procuring all Promo approvals and permits, rewarding winners, and attending to all issues regarding the redemption of prizes.

# **Duration**

The Promo will run for a duration of 8 (eight) weeks, starting on the 1<sup>st</sup> day of August 2023 and ending on the 26<sup>th</sup> day of September 2023 (the "**Promo Period**"). Interswitch in collaboration with FirstBank may discretionarily extend or reduce the Promo Period.

# **Eligibility Requirements**

The Promo is open to all persons aged 21 (twenty-one) years and above, who possess full legal capacity under applicable laws, are registered users of Quickteller, conduct transactions on the Platform with their FirstBank cards, and are legal residents of the Federal Republic of Nigeria ("Nigeria") at the time of making a Qualifying Entry ("Participant(s)"), provided that:

they are participating voluntarily; and they have activated their wallet linked to their Quickteller eCash;

For the purpose of these Terms, "Qualifying Entry" means carrying out 3 (three) or more successful transactions on the Platform with a FirstBank card, within a week during the Promo Period.

The following persons are excluded from participating in the Promo:

Employees (and their Family Members) of Interswitch and FirstBank; and Anyone else professionally connected with the Promo.

"Family Members" as used in these Terms, includes but is not limited to spouse, ex-spouse, De Facto

spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

Transaction entries that do not comply in full with these Terms or the spirit of these Terms, will be disqualified

# **Participation and Prizes**

The Promo is open to new and existing Participants.

Participants who satisfy the minimum conditions contained in these Terms during the Promo Period, stand a chance to win \$\frac{\text{\text{N}}}{10,000}\$ (Ten Thousand Naira) only ("**Prize**") after making a Qualifying Entry.

There are no limits to the number of Qualifying Entries a Participant can make. For a Participant who is an existing Quickteller user on the start date of the Promo Period, the more Qualifying Entries made by such Participant, the greater the Participant's chances of winning multiple Prizes. For a Participant who registers as a new Quickteller user during the Promo Period, such Participant stands the chance to win 1 (one) Prize only irrespective of the volume of Qualifying Entries made.

A total of 4 (four) draws will be conducted on a bi-weekly basis (every 2 weeks) within the Promo Period. Winning Participants ("**Winners**") will be selected using randomizers at each draw.

Winners will receive SMS notification from FirstBank, while Interswitch will send email notification ("**Notice**") to Winners, within 5 (five) calendar days from the date of the random draw. Winners shall acknowledge receipt of the Notice within 5 (five) calendar days from the date the Notice is dispatched. If a Winner does not acknowledge receipt of a Notice within the afore stated timeframe, the Winner shall forfeit the Prize and another Participant may be awarded the Prize, subject to the same mechanics as described above. IN NO EVENT SHALL WINNERS BE CONTACTED BY ANY OTHER MEANS EXCEPT AS SPECIFIED IN THESE TERMS & CONDITIONS.

The Prize shall only be paid into the wallet linked to a Winner's Quickteller eCash.

Alternatives to the Prize will not be awarded. Winners' requests to transfer the Prize to another person will neither be entertained nor granted. If a Participant has questions related to any aspect of the Prize, the Participant may contact Interswitch directly at Interswitch's address stated above.

# **General Conditions**

All costs, expenses and procedures associated with Prize acceptance and use, exceeding the value of the Prize, are the sole responsibility of Winners, including, without limitation, all federal, state, local and other taxes (including income and withholding taxes), transportation charges, incidentals, telephone calls, and any other costs, expenses and procedures. For the avoidance of doubt, neither Interswitch nor FirstBank shall be liable to pay any tax on behalf of Winners. All sums applied or expended by Participants in connection with this Promo, are non-refundable.

Interswitch and FirstBank shall not accept or bear responsibility for network, server, computer, internet data service, hardware and/or software error, technical malfunction or failure of any kind, which may restrict or delay the sending or receipt of transactions on the Platform. Interswitch and FirstBank do not guarantee that data will be accurately reported and shall not be responsible for any lost opportunity in making Qualifying Entries or participating in the Promo.

Interswitch and its officers, employees and agents (collectively "Representatives"), Interswitch's affiliates' and their Representatives, FirstBank and its Representatives, FirstBank's affiliates' and their Representatives, as well as Representatives of any company collaborating in the Promo (collective "Promo Group"), shall not be responsible for any loss or damage suffered by you or any other person in connection with the Promo, or acceptance of Prizes. As such, to the extent permitted by applicable law, you agree to indemnify the Promo Group against, and hold the Promo Group harmless from, all damages, liabilities, losses and/or expenses

incurred, arising directly or indirectly in consequence of your actual or attempted participation in the Promo, your acceptance or use of any Prize, your breach of these Terms, and/or your negligent or fraudulent act or omission in relation to the Promo. Each member of the Promo Group excludes all warranties (express or implied), representations and liabilities regarding the Promo (other than for death or personal injury caused by its gross negligence and/or fraud).

By participating in the Promo, you agree to allow Interswitch, FirstBank, and their respective appointees to use your personal data or image to the extent necessary for the effective conduct of the Promo, or for marketing/promotional purposes which may include the transmission of such personal data or image to third-parties, as well as to parties outside your country of residence, subject to the provisions of the Nigeria Data Protection Act, 2023.

Interswitch reserves the right to nullify and void any entry based on fraudulent transactions, or where a transaction is rejected or reversed for any reason.

You acknowledge and accept that these Terms may be updated or revised at any time, subject to the provisions of applicable laws, and such updated or revised Terms shall be binding on you upon publication of the same on the Platform and/or the FirstBank Promo landing page. The onus is on you to constantly check the Platform and the FirstBank Promo landing page for updates or revisions to these Terms.

You acknowledge and accept that the Promo may be cancelled, modified, suspended or terminated in whole or in part, at any time, with or without notice or explanation to you, subject to the provisions of applicable laws. Each member of the Promo Group disclaims any liability, claim or loss that may arise or occasion on your part or on the part of any third-party, in consequence of any cancellation, modification, suspension or termination of the Promo, in whole or in part.

If any provision of these Terms is adjudicated to be illegal, invalid or unenforceable, it will be read to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, then it will be severed from these Terms and the remaining provisions of these Terms will continue to have full force and effect.

These Terms shall be governed by the laws of the Federal Republic of Nigeria and any dispute or claim arising out of these Terms or in connection with the Promo, shall be referred to a court of competent jurisdiction in Nigeria.

For service issues, please contact Interswitch's Customer Service by calling +234 700 906 5000 or by sending an email to support@interswitchgroup.com.