FirstBank WinBig Promo Campaign - Terms and Conditions

These Terms and Conditions shall govern the relationship between First Bank of Nigeria Limited (FirstBank) and the Participants or during the Campaign period which shall run for four (4) months from 23 October to 23 February 2024.

In these Terms, "the Bank" "FirstBank" "we", "us" or "our" refers to FirstBank and its successors, agents and assigns, while "you" or "your" refers to anyone participating in this Promotion. These Terms and Conditions form a legal agreement between you and FirstBank and can only be amended by the Bank. By participating in the FirstBank WinBig Promo 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.

Please check these Terms and Conditions and any applicable Specific Promotion Terms before participating in this Campaign.

These Terms and Conditions shall apply to any participant who either:

- a) Opens a FirstBank account, has deposited and maintained a minimum of Five Thousand Naira (N5,000) and has performed a minimum of five (5) transactions on any of the Bank's channels (FirstMobile, Lit App, USSD, Online Banking and Debit Cards) on his FirstBank account in a month.
- b) An existing customer of FirstBank who has deposited and maintained a minimum of Five Thousand Naira (N5,000) and has performed a minimum of five (5) transactions on any of the Bank's channels (FirstMobile, Lit App, USSD, Online Banking and Debit Cards) on his FirstBank account in a month.
- c) An existing or a new customer who has either deposited N50,000.00 monthly for four consecutive months or maintained a minimum deposit of N200,000 for 4 consecutive months and has performed a minimum of five (5) transactions monthly on any of the Bank's channels (FirstMobile, Lit App, USSD, Online Banking and Debit Cards) on his FirstBank account to qualify for the grand prize.

d) An existing customer who has reactivated his dormant account and deposited a minimum of One Thousand Naira (N1,000)

RELATED TERMS AND CONDITIONS

These Terms and Conditions shall be in addition to existing Terms and Conditions of the qualifying account types i.e., all individual savings and current accounts as contained in the existing account opening forms. However, for the purpose of participation in this Campaign, the minimum account opening balance and withdrawal policy shall be as stated in these Terms and Conditions.

Consideration for rewards during the campaign period shall therefore be restricted to accounts that fulfill the additional conditions in these Terms and Conditions either as a new customer or an existing customer for the campaign period.

CAMPAIGN MODALITIES

The campaign shall be four faceted broadly classified as **New Individual Account Opening**, **Deposit Mobilization Campaign**, **Customer Transaction Velocity and Dormant Account Reactivation Campaign** with a proposition to drive the following:

- 1. Account Acquisition
- 2. Deposit Mobilization
- 3. Dormant Account Reactivation
- 4. Customers Transaction Velocity

1) ACCOUNT ACQUISITION- New Customers

The account types that will qualify for this campaign are:

- Account Type: Individual Savings and Current Account
- Opening Balance: minimum of N5,000
- Maintain a minimum balance of N5,000 in a month (30 days)
- Other Condition: Customers to do a minimum of 5 transactions monthly on any of our

channels – First Mobile, LIT App, USSD, Online Banking and Debit Card Transaction.

Campaign period: 4 months

2) DEPOSIT MOBILIZATION – Existing Customers

Deposits that meet the minimum campaign deposit into the below account types will offer existing customers the opportunity to qualify for the campaign draw:

- Account Type: Individual Savings and Current Account
- Deposit: minimum of N5,000
- Maintain minimum balance of N5,000 in a month
- Other Condition: Customers to do a minimum of 5 transactions monthly on any of our channels First Mobile, LIT App, USSD, Online Banking and Debit Card Transaction.
- Campaign period: 4 months

To qualify for the grand prize customers will have to either deposit N50,000.00 monthly for four consecutive months or deposit a minimum of N200,000.00 and maintain for four consecutive months in addition to performing a minimum of five (5) transactions monthly on any of the Bank's channels (FirstMobile, Lit App, USSD, Online Banking and Debit Cards) on their FirstBank accounts.

3) REACTIVATION OF DORMANT ACCOUNT

This campaign will target inactive/dormant accounts that have not recorded any customer induced transaction for a period of at least six (6) months. To qualify for a monthly reward, the following rules shall apply:

- Customer reactivates his FirstBank inactive/dormant account.
- Make a minimum deposit of N1,000
- Perform a transaction e.g., Transfer/Pay Bills/Airtime in the same month
- The first 10,000 customers to reactivate, deposit and transact will win 1,000 Airtime monthly.
- Campaign period: 4 months

Campaign Dynamics and qualifying Criteria

1. Account Acquisition and Deposit Mobilization:

Category	Description	
Category 1: Monthly	Existing Customer – Deposit and maintain a minimum amount of N5,000 monthly to qualify for draw.	
	 New Customer - Open a new account, deposit, and maintain a minimum amount of N5,000.00 to qualify for the monthly draw. 	
	 Perform a minimum of 5 transactions monthly on any of our channels - First Mobile, LIT App, USSD, Online Banking and Debit Card Transaction. 	
	 Multiple N5,000 deposits will increase chances of winning in this category. 	
Category 2: Grand Finale	 Deposit of N50,000.00 monthly for four consecutive months or maintain a minimum deposit of N200,000.00 for 4 consecutive months to qualify for the grand prize. 	
	 Perform a minimum of 5 transactions monthly on any of our channels - First Mobile, LIT App, USSD, Online Banking and Debit Card Transaction. 	

2. Dormant Reactivation Criteria:

To qualify for a monthly reward, the following rules apply:

Period	Description	
Monthly	Reactivate your account.	
	Make a minimum deposit of 1,000.	
	Perform a transaction: Transfer/Pay Bills/Airtime in the same	
	month.	
	• First 10,000 customers to deposit and transact win 1,000	
	Airtime.	

4.0 Draw Prizes and Winners

1. Account Acquisition and Deposit Mobilization:

Category	Description
Monthly	310 customers to win N100,000 across 31 Groups in the Bank monthly for 4 months.
Grand Finale	6 customers to win N1,000,000 at the end of Campaign in 6 geopolitical regions in the country.

2. Account Reactivation Projection and Promo Prizes

Category	Description
All Segment	First 10,000 customers to win N1,000 worth of Airtime monthly

5.0 Proposed Draw Process

Electronic Draw	An electronic draw will be conducted within
	the first week of the subsequent month for the
	preceding month performance and covers the
	31 Groups in the Bank.
	A customer will only be entitled to win once
	throughout the campaign period.
	Campaign data will be refreshed monthly to isolate
	customers eligible for all campaign categories
	above.

Winners	Winners will be announced internally via mail
Announcement	and externally, through monthly publication of
	winners on newspapers and social media.
Prize	Prize presentation using dummy cheques will
Presentation	be done at the customer's branch to create
	more buzz and awareness.

CONFICT/CONFLICING INSTRUCTIONS

Where there is, to the Bank's knowledge or belief, a disagreement or dispute between the customer and the Bank with respect to this campaign, the Bank may, in its discretion and notwithstanding the existing mandate on such Account, freeze or otherwise restrict activities on the account(s) in any manner we deem fit until we believe that the disagreement/dispute has been resolved, as may be evidenced by court order or by a jointly written instruction/confirmation from such customer.

DEPOSITS

We may not accept and are hereby absolved from any liability whatsoever in respect of funds handed over to any of the Bank's staff outside banking hours or outside the Bank's premises or to any person purporting to be the Bank's staff or at any place and/or in any manner outside the Bank's acceptable means of accepting deposits. We also disclaim liability for any funds transfer or any other transaction request purportedly consummated with an agent, staff or a purported staff of the Bank in any manner outside the Bank's acceptable means of consummating such transactions.

We may cancel, reverse or debit all or part of any credit (including interest paid, if any) made in relation to any deposit where we consider it necessary or have prudent grounds for doing so.

CHARGES, FEES, COSTS AND TAXES

You assume full responsibility for, and further authorize us to debit your Account(s) without notice with such fees and/or charges and/or costs and/or reimbursements and/or expenses and/or levies and/or penalties and/or commissions determined and/or advised by us in relation to the opening, closing and operation of an Account, the consummation of electronic banking transactions (internet, mobile banking and/or card transactions, etc) as well as any other transactions or dealings involving you and us, notwithstanding that your Account may be dormant, overdrawn or that the debit may lead to an overdrawn position on your account.

The charges fees may be deducted from the funds transfer amount or may be debited to any of your account(s) with us. We shall have the right to convert funds in any of your account(s) to any other currency at the Bank's prevailing exchange rate for the purpose of paying the applicable fee/charges (where necessary). All fees charged by us shall be in accordance with our fee schedule as may from time to time be determined. Charges shall be determined and are subject to reviewed and at our discretion. You hereby waive your right to prior notification of any such charge ad hereby exonerate us from any liability for taking such charges.

CONFIDENTIALITY

You hereby authorise us and any other person who has access your information through us, to disclose any information relating to you, an Account, transaction as well as related matter, where we so consider to any other person or entity whether local or foreign.

The Bank and all members of the FBN group are hereby authorised to disclose and share any information or data amongst themselves including any personal, confidential, financial or other information about the Customer, any Accounts, Transactions and related matters.

COMMUNICATION

We may send any notice, advice or other communications to you by your telephone number registered against your account, hand, mail, or by leaving them at any address(es) last known or reasonably believed to be yours; or through electronic means or any other media selected by us. Such notices, advice or other communications will be deemed to have been received by the intended recipient upon being delivered or left at the said address or on the day following the

mailing thereof. Notices and communications may also be effected through the print or electronic media, notification in/at the Bank's locations (e.g. posters, fliers, signages etc.), notifications on ATMs; notifications accessed or available through the use of electronic banking services or any of our Digital Channels, or via Alerts or any other media as selected by us. You are deemed to have received any such notification on the date of delivery, publication, broadcast, communication or upon same being made available by the Bank.

You shall bear all risks of communications you make to the Bank and vice versa. We are absolved of any liability or responsibility in the event that any communication is delayed, intercepted, lost and/or failed to be delivered, or in the event of any unauthorised access to the content of such communication.

CUSTOMER'S RESPONSIBILITIES

- i. You shall ensure that you understand how to properly use FirstBank channels.
- ii. FirstBank shall not be liable to you for any loss(-es) caused by or resulting from your failure to properly use your Token, PIN or any device nor any other failure or inability to properly access any FirstBank channel.
- iii. You are responsible for maintaining the confidentiality, security and integrity of your Security Details. If you request for or agree to be issued a Token or provided a PIN, you agree to read and/or confirm to have read, understood and shall be bound by the relevant Customer guide(s) provided by the Bank from time to time (in any form and via any medium the Bank may choose) as well as any applicable terms and conditions as shall be determined by the Bank from time to time.
- iv. You certify that the information provided in the course of your Transactions is correct and accurate. As a continuing obligation, as long as you maintain and/or operate an Account(s) with the Bank, you undertake to ensure that every information provided by you during the course of initiating, processing or completing any Transaction shall be correct and accurate at all times.

- v. You agree to notify us if you change your name, address, email address, phone numbers or any other personal details and/or of any other information which are held by us or which ordinarily and reasonably should be brought to our notice.
- vi. You confirm that you are using the Account and/or the Service for legal and bonafide transaction(s), which is/are not in violation of any applicable laws or Government/Exchange Control regulations or other regulatory provisions.
- vii. Disputed transactions must be reported within 30 days after the Transaction date so as to enable us consider your claim for investigation and initiate a chargeback process where we determine at our sole discretion that your claim is justified. We shall not be required to process any chargeback or any other remedial action whatsoever and the Bank shall not be held to account for any policies, timelines or procedures followed in arriving at its determination.
- viii. You hereby agree not to use your Card, Log-in Credentials or any other Security Details or items after the Card Expiration Date or from the date of receipt of a notice of discontinuance in respect of the use of such Card or other Security Item.
- ix. You shall not create liability for us or our affiliates or service providers or cause us to lose (in whole or in part) the services of any of our service providers.
- x. You agree that any instruction given to the Bank in respect of your Account via the Service shall be binding and shall be given the same legal effect as your written and signed paper instruction. It shall be deemed for all purposes (i) to be "written" (ii) to have been "properly signed" (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of the Bank's business.
- xi. 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. You acknowledge and understand that you may withdraw your consent at any time in writing by sending notice of withdrawal of consent to the following email address: firstcontactcompaints@firstbanknigeria.com

DISCLAIMER AND INDEMNIFICATION

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

Each participant in the Campaign agrees to release, discharge, indemnify and hold harmless

(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.

COMPROMISED SECURITY DETAILS

- a. You shall notify us immediately if you believe your Card is lost or stolen or your Security Details, mobile device, phone and/or Token are lost/stolen or you suspect that any of your Security Details or Log-in Credentials have been compromised or misused in any manner.
- b. You should report any possible incidence of compromised Security Details and upon our request, obtain and provide the police report in that regard. You must co-operate with us and any law enforcement agency in our efforts to recover the Card and/or any other missing Security Details and/or conduct investigation in respect of the loss of your Card and/or any compromised Security Detail. If you recover the Card after reporting its loss, you must destroy the recovered Card or return it to us immediately.

- c. If you suspect that someone else knows your PIN, you must contact us immediately.
- d. You must notify us immediately by contacting us via FirstContact-(0700FIRSTCONTACT) or 0700-34778 numbers as are available on our website or any of our support centres. These contact details may be changed from time to time.
- e. Receipt of your notification regarding a stolen or missing Card or other compromised Security Detail by the Bank is not a representation that any Transaction(s) authorized or consummated using such Card or Security Detail have not been honored or that there is sufficient time available to enable the Bank stop such Transaction(s). We will make reasonable efforts within our control to prevent payments on the stolen or missing Card or compromised Security Detail as soon as reasonably, operationally and commercially possible. We are hereby absolved of any liability for any failure, delay or inability to stop any Transaction(s) authorized or consummated via any stolen or missing Card or compromised Security Details.

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 ,employee, 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 is 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 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.

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 undermine 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.

OUR RIGHTS

- a) We reserve the right to temporarily or permanently discontinue the Campaign, and/or alter terms and conditions for this Campaign for any reason whatsoever. Your continued participation in this Campaign will constitute your acceptance of and agreement to such changes.
- b) We reserve the right to reject or decline the processing of any Transaction for any reason whatsoever, including if there are insufficient funds in the designated account or incomplete/inaccurate information for the funds transfer or compromise of Security Details or if we believe that declining the transaction would be a prudent decision at the material time.
- c) Maintenance of the channels or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such service or related services and we shall not be liable for these.
- d) Non-enforcement or delay in enforcing our rights with respect to any breached clauses does not and shall not prevent us from enforcing such rights or the provisions any the clause against you at a later date.

e) We may record phone calls and other communications between you and us and use the information for any lawful purpose, at our sole discretion.

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.

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 firstcontactcomplaints@firstbanknigeria.com. We will respond to your concerns within 30 days of receiving your notice.

OTHER TERMS

- a. You shall not assign or transfer any or all of your rights or obligations under the Campaign.
- 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 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. FirstBank shall not be responsible for reward that is lost, or delayed because of any network, computer, or cell phone hardware or software failure of any kind.
- d. Failure by Us to enforce a right under these Terms does not result in waiver of such right(s).
- e. 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.

- f. 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.
- g. These Terms may be amended by the Bank and such changes shall be binding on all participants upon publication.
- h. 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 - firstcontactcomplaints@firstbanknigeria.com