

Please read the following Terms and Conditions carefully.

Terms and Conditions (T&Cs) FirstMobile CashOut Promo 3.0

1. Introduction

FirstMobile CashOut Promo 3.0 is designed to reward 3,178 (Three Thousand, One Hundred and Seventy Eight) customers of First Bank of Nigeria Limited ("FirstBank Nigeria" or "the Bank") who transact on the FirstBank Nigeria Mobile Application ("FirstMobile") channel. The Promotion will run for a period of 12 (twelve) Weeks offering various cash and non-cash rewards to customers (the "Promotion" or "Promo").

In these T&Cs, "we", "us" or "our" refers to the Bank and its successors, agents, and assigns, while "you", "your", "customer(s)" refers to anyone participating in the Promotion.

To qualify, the customer must use FirstMobile to consummate varying number of transactions, which include but are not limited to Transfers, Airtime Purchases and Bill Payments ("Transactions"). Only Transactions done via FirstMobile will qualify for the Promo. The Promotion shall run from August 2025 – November 2025 ("Promo Period") and will only be valid in the Federal Republic of Nigeria (hereafter called "Nigeria")

By accepting these T&Cs, you agree that you have received, read, understood, and agreed to be bound by the terms and conditions contained herein, and subsequent amendments thereto, as well as the laws, rules, and regulations now existing or which may hereafter be enacted, issued, or enforced. You also agree that you shall partake in the Promotion in accordance with these Terms and Conditions.

You are deemed to have read and understood all applicable terms, conditions, rules, regulations, or agreements and will be bound by them (as well as their revisions) accordingly. You further agree to keep abreast of all such terms, conditions, rules, regulations, or agreements from time to time.

If you do not agree with the T&Cs contained herein, DO NOT USE OR PARTICIPATE IN THE PROMOTION. Your use or participation in the Promotion shall be deemed as your acceptance of these T&Cs even where you have not accepted the terms hereof in writing through your authorized representatives.

2. Legal Agreement

These T&Cs apply to the Promotion on the FirstMobile app hosted by FirstBank Nigeria which can be accessed through any mobile device.

These T&Cs form a legal agreement between you and FirstBank Nigeria and can only be amended by the Bank. By participating in the Promo, you confirm that you have read, understood, and agreed to be bound by the T&Cs 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 also agree that the T&Cs 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. Please check these T&Cs and any applicable specific promotional terms before participating in the Promotion.

3. Promotion Dynamics

- a. The Promo is planned to run for 12 weeks. To ensure the Promo rewards are evenly spread, a customer can only win once.
- b. The reward will be in various categories as proposed below. The selection criteria for winners shall be based on the number of qualifying transactions performed during the Promo Period. The regulators shall oversee the draw process to ensure transparency and fairness.
 - I. **Category 1:** ₦10,000 worth of airtime/data for customers that purchase airtime or data worth N1,000 or more at least once a week. (200 weekly winners for twelve weeks).
 - II. **Category 2:** ₦20,000 cash for customers that make any bills payment worth N10,000 or more at least twice a month. (200 monthly winners for three months)
 - III. **Grand Prize:** N250,000, N750,000 and ₦1 million each for top three customers who perform less than 25 transactions in three months but increase to 50 transactions and above by the end of the promo period.
 - IV. **Special Booster Reward:** ₦5,000 worth of airtime/data for first-time users who pay bills worth N1,000 or more within the promo period. (150 winners).
 - V. **Top Spenders Bonus:** N50,000 cash for top 15 spenders in the promo period. (25 winners)
- c. There will be 12 weekly draws, 3 monthly draws and 1 grand prize draw.
- d. Draws and winnings will commence in week 2 of the Promo.

4. The Bank's Obligations

- I. Provision of Rewards: FirstBank Nigeria will ensure that the promo rewards are evenly spread among customers, with a customer only eligible to win once throughout the Promo Period. Rewards shall be distributed within **30** days of the draw date.
- II. Fairness and Transparency: The Bank commits to ensuring that the selection process for winners is conducted fairly, transparently, and in accordance with the set rules and algorithms.
- III. Customer Support: The Bank will provide a dedicated support team via FirstContact to handle all customer inquiries, complaints, and clarifications regarding the Promotion. Customer inquiries shall be responded to within 3 business days.

- IV. Draws and Winnings: The Bank will conduct 12 weekly draws, 3 monthly draws, and 1 grand prize draw, with invites sent to the relevant regulatory bodies.
- V. Total Campaign Prize: The Bank will ensure that the total sum for the campaign prize is awarded to the winners.
- VI. Data Protection: FirstBank Nigeria will ensure that all personal data collected during the Promotion is processed, stored, and shared in compliance with its Data Protection Policy and applicable data protection laws.
- VII. Notification of Winners: The Bank will notify winners via SMS or other official communication channels.
- VIII. Force Majeure: In the event of Force Majeure, the Bank will take reasonable steps to notify customers of any changes, suspensions, or terminations of the Promotion through its official communication channels.

5. Your Obligations

- I. Accurate Information: You are responsible for ensuring that the information provided to the Bank, including your registered phone number and account details, is accurate and up to date.
- II. Confidentiality: You must protect your account details, PINs, and other confidential information and not share them with unauthorized persons.
- III. Participation: To qualify for rewards, you must meet all eligibility criteria, including performing the specified transactions within the stipulated Promo Period.
- IV. Redemption of Rewards: You are required to redeem your rewards within the stated duration (six months) after winnings have been awarded. Failure to do so will result in forfeiture of the reward.
- V. Transaction Increase: Customers must increase their transactions as specified in each reward category to be eligible to win.
- VI. Compliance with Laws: Your participation in the Promotion must not violate any laws or regulations, and you must not engage in fraudulent or unlawful activities. Failure to comply with these T&Cs may result in disqualification from the Promotion.

6. Use of Data

FirstBank Nigeria will collect personal data about customers including their name, phone numbers, e-mail addresses and information about Customers. By participating in the Promotion and providing us with your personal information, you expressly consent to us:

- a. processing your personal information/data as may be required by FirstBank Nigeria for the purpose of the Promotion and other promotional activities; and
- b. 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 (the "Related Parties") and any service provider(s) engaged by FirstBank Nigeria for the purpose of the Promotion.
- c. We reserve the right to publish the names and images of winners without prior notice or liability for doing so.
- d. customers acknowledge that countries where their personal data may be shared may not have data protection laws which are neither equivalent nor stricter than those of customer's country of residence.

7. Disclaimer and Indemnification

You agree to release, discharge, indemnify and hold harmless FirstBank Nigeria, 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 your participation in the Promotion or from your acceptance, receipt, possession and/or use or misuse of the Promotion reward, or for any typographical or other error in the printing, offering or announcement of the prize. FirstBank Nigeria reserves the right at its sole discretion, to disqualify any customer who tampers with the entry process, and to cancel, terminate, modify, or suspend the Promotion in whole or in part, at any time, without notice and disclaims any liability, claims or losses that may arise therefrom.

8. Exclusion and Limitation of Liability

Except as otherwise prohibited under the law, in no event will FirstBank Nigeria, the Related Parties, and each of their respective 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 Promotion, use or misuse of the Promotion reward, including, but without limitation to 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 Nigeria's negligence), breach of these terms, cancellation, modification or suspension of the Promotion or otherwise, even if such loss is foreseeable whether or not FirstBank Nigeria has been notified of the possibility of loss occurring. FirstBank Nigeria excludes liability for any problems, errors or technical malfunctions of any telephone network or internet data service

network, servers, computer equipment, software or failure of any email or any system or application which prevent you from entering into or hampers your ability to participate in the Promotion 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 Customer's or any other person's computer relating to or resulting from your participation in the Promotion or the downloading of any materials in the Promotion as well as any activities of hackers.

9. Criminal Violations

Any attempt to deliberately damage any website or mobile app, hack into any customer's account or that of FirstBank Nigeria or any other attempts to undermine the legitimate operation of the Promotion will result in the automatic disqualification of that customer from participating in the Promotion. FirstBank Nigeria shall investigate any suspected violations and notify the customer of the findings. FirstBank Nigeria reserves the right to:

- (a) seek damages from such customer; and
- (b) report such customer to law enforcement agencies for prosecution.

10. Law and Jurisdiction

These T&Cs, your participation in the Promotion 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 Promotion, you agree that the Nigerian courts will have exclusive jurisdiction to settle any such disputes or claims in relation to this Promotion.

11. Complaints

In the event you have any complaint regarding the Promotion, the same should be brought to the notice of FirstBank Nigeria immediately at our 24-hour Support Centre: FirstContact reached on 01-4485500 or through email firstcontact.complaints@FirstBanknigeria.com.

Complaints shall be acknowledged within **24 hours** and resolved within **three** business days.

12. Force Majeure Events

- a) A reference to a Force Majeure Event means, in respect of both You and the Bank, an event that is beyond the reasonable control of both parties (examples of which would include civil unrest, riots, fire, governmental embargoes, pandemic, and natural disasters such as floods, earthquakes, and tsunamis) which prevents either party from performing their obligations under these T&Cs.
- b) Neither you nor the Bank will be responsible for failure to perform obligations under these T&Cs where that failure to perform is caused by a Force Majeure Event, provided that in the first instance both parties use all reasonable efforts to perform their obligations by alternative

means, and in the second instance, both parties resume performance as soon as reasonably possible once the Force Majeure Event has seized.

- c) If either party is prevented from performing their obligations under these T&Cs by a Force Majeure Event for a period of 14 consecutive days, then the Promotion may be terminated by a written notice given by the Bank to the public via any of its communication channels.

13. Confidentiality

- a) "Confidential Information" means all data, personal information, reports, records, documentation, and other information relating to the Promotion and any other information of any kind developed or acquired by either You or the Bank in connection with these T&Cs.
- b) Except as set out in this clause, both parties will treat each other's Confidential Information as confidential and will not disclose such Confidential Information to anyone else, the only exceptions being as set out in this clause.
- c) You agree that your Confidential Information may be stored electronically or non-electronically either within the country in which you are located or internationally by the Bank or by a third party appointed by the Bank, which third parties shall be subject to confidentiality obligations.
- d) You agree that the Bank will be entitled to share your Confidential Information between the Related Parties, if necessary for the purposes of providing you the Promotion.
- e) Regardless of anything else in these Terms, we will always be entitled to disclose your Confidential Information to a third party if it is necessary for the proper operation of the Promotion provided that such disclosure shall be made only to the extent necessary, and the Bank shall ensure that the third party is bound by confidentiality obligations no less stringent than those contained in these T&Cs.
- f) The provisions of this clause on confidentiality do not apply to:
 - I. information that is publicly known; or
 - II. information that is not publicly known but which the other party knew before entering these Terms (which the other of us will be required to prove if there is disagreement as to whether it knew such information before entering these Terms); or
 - III. information which the law or a court compels us to disclose.
- g) The mutual obligations in this clause will continue to apply even after these T&Cs have ended for a period of two (2) years or the maximum period prescribed by law (if any) in respect of any specific information.

14. Intellectual Property and Copyright

All Intellectual Property made available by the Bank, including all Intellectual Property accessible through the Promotion or in any way connected with the Promotion, including the Operational Guidelines and the Application Forms (all of which together is referred to further along as the "Proprietary Information"), will always belong to the Bank and you will never obtain any right in or to that Proprietary Information or to any Intellectual Property. You may use the Proprietary Information solely for the purposes of participating in the Promotion.

You may not disclose any Proprietary Information to any person without the consent of the Bank unless it is necessary for you to be able to make proper use of the Promotion and the person to whom you disclose it, in turn, gives the Bank a written undertaking (in form acceptable to the Bank) not to disclose it.

This clause will remain effective even after these T&Cs have been terminated.

15. General Conditions

- a. You shall not assign or transfer any or all your rights or obligations under the Promotion.
- b. No third party shall have a right to enforce the T&Cs against FirstBank Nigeria.
- c. Each winner will be responsible for all the costs and expenses related to the Promotion reward that are not specifically mentioned in these T&Cs, including, but not limited to, taxes, and any other expenses that might reasonably be incurred by the winner in receiving or using the reward.
- d. FirstBank Nigeria shall not be responsible for a reward that is lost, or delayed because of any network, computer, or cell phone hardware or software failure of any kind.
- e. Failure by us to enforce a right under the T&Cs does not result in waiver of such right.
- f. 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.
- g. By participating in this Promotion, you acknowledge that our determination and decision on all matters concerning the Promotion shall be final, and no correspondence will be entertained.
- h. Any dispute or situation not covered by the T&Cs will be resolved by FirstBank Nigeria's management team working in conjunction with the National Lottery Regulatory Commission and in a manner which the two bodies deem fit and consider in their discretion to be the fairest outcome for all concerned and, that decision shall be final and binding on all Customers.
- i. These T&Cs may be amended by the Bank from time to time and such changes shall be binding on future Customers upon publication.
- j. FirstBank Nigeria shall not be liable to any customer for any loss, liabilities, claims, and proceedings arising from or otherwise in connection with this Promotion. Therefore, you agree to hereby indemnify and hold FirstBank Nigeria harmless against any loss, claims, and liability whatsoever that you may incur or suffer because of or in connection with the Promotion. Please note that the usual FirstBank Nigeria terms and conditions for the use of your FirstMobile will apply.
- k. By participating in the Promotion, you consent to FirstBank Nigeria'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.
- l. For more enquiries, please contact the Bank via email - firstcontact.complaints@FirstBanknigeria.com.