



## UNDERTAKING

### TERMS AND CONDITIONS

Please read these terms and conditions (“Terms and Conditions”) of the Verve National Consumer Promo (“the Promotion”) carefully. Participation in the Promotion will constitute agreement to comply with these Terms and Conditions.

Please refer to this website ([www.myverveworld.com](http://www.myverveworld.com)) for the current Terms and Conditions for the Promotion THEMED “THE VERVE NATIONAL CONSUMER PROMO 4.0”

All participants during the term of the Promotion agree to be bound by the following terms and conditions:

1. The Promotion is organized by Verve Card Services Limited, having its address at Plot 1648c, Oko Awo Street, Victoria Island, Lagos, Nigeria (“Verve”). The Promotion is open to all holders of Verve payment cards in Nigeria age 18 years and above, except the following:
  - (a) employees (and their Family Members) of the Verve Card Services Limited (“Promoter”), its affiliates, and subsidiary companies, as well as representatives or agents of the Promoter; and
  - (b) anyone else professionally connected with the Promotion.

For the purpose of these Terms and Conditions, “Family Members” includes but is not limited to spouse, ex- spouse, defacto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.

2. The duration of the Promotion is from 15<sup>th</sup> August 2023 to 31<sup>st</sup> January 2024 (the “Promotion Period”). Verve has the right to extend or reduce the Promotion Period in its sole discretion.
3. The Promotion is open to all active and inactive Verve cardholders of all Banks and other Financial institutions in Nigeria who transact with their Verve cards across any transaction touchpoint (POS, ATM and WEB) during the period of the Promotion. In this vein, all participants must own and operate Verve cards tagged directly to their names.
4. The Promotion shall not charge any fee to participants. In addition, winners will not be asked to pay to claim any prize in respect of the Promotion.
5. Participants will stand a chance to win rewards in the mechanics flow below:
  - Customers will be expected to do a minimum of 2 additional transactions with their Verve cards weekly. The more a customer transacts, the more their chances of winning.
  - There will be Bi-weekly rewards, Monthly rewards, and the Grand prizes.
  - Bi-weekly rewards - 4,000 customers will win N10,000 Fuel Vouchers each over 4 months. 1,000 customers per month.

- Monthly rewards - 60 customers will win Electricity payment for 6months capped at N150,000 over 4 months. 15 customers per month.
  - Monthly rewards - 60 customers will win N200,000 Shopping Spree each over a 4-month period. 15 customers per month.
  - Grand prize - 10 customers will win 1-year rent capped at N1,000,000 each.
  - Grand prize - 10 customers will win 1-year school fees capped at N500,000 each.
  - The Bi-weekly reward winners will be selected based on the Verve card qualifiers with the earliest timestamps to meet the weekly criteria.
  - Only 4 draws will be conducted in the course of this promo for the Monthly and Grand prizes.
  - All reward redemption starts in October.
  - Customers cannot win more than twice.
  - Customers unreachable to redeem rewards will forfeit the prize.
6. Verve reserves the right to change the prizes, should it deem it necessary to a prize of similar economic value. If for any unforeseen reason the raffle draw/(s) cannot take place on a specified date, then Verve will endeavour to conduct the draw/(s) within a reasonable period thereafter.
  7. Winners of the monthly and grand rewards will be drawn at random, in the presence of at least one representative of the Lagos State Lottery Board, National Lottery Regulatory Commission or Federal Competition and Consumer Protection Commission.
  8. Winners will be contacted by telephone, based on existing records with their respective Banks or Financial institutions.
  9. At least three (3) attempts shall be made within a period of 48 hours to contact winners by telephone and in the event that a winner does not respond after three (3) attempts of being contacted within a period of 48 hours, the said winner shall forfeit the prize and a new winner will have to be selected from remaining entries until a valid winner is located and confirmed.
  10. The results to determine the winners are final and no correspondence will be entered into.
  11. The identity of all winners shall be validated by their respective banks and Verve shall also request for winners to provide valid government issued identity cards as a condition for redemption of any prize valued from NGN 5,000 and above.
  12. Verve reserves the right to disqualify any entry or entries it deems fraudulent or breaching these Terms and Conditions.
  13. All Winners hereby authorize and grant Verve unreserved and irrevocable consent to take, edit, alter, exhibit, publish, distribute, and make use of their pictures, audio and video footage in national newspapers, TV, radio and social media pages for marketing and publicity purposes.

14. Cash rewards will ONLY be credited to bank accounts that are tied to winners' Verve cards.
15. Rewards will be redeemed within 2 – 4 weeks of conclusion of raffle draws, subject to receipt of winners' details from winners' respective banks and satisfactory verification of such details by Verve where necessary.
16. Verve will not be liable for any shortage of prize money arising from crediting a winner's bank account or telephone number which is deficit. In addition, Verve shall not be liable for its inability to credit a winner's bank account where a restriction has been placed on the bank account or where the winner's bank account is under investigation.
17. Winners cannot request for a change of account number to be credited with their prize money, different from the account number in winners' banks' records.
18. All prizes are not transferable to another individual and no other alternatives will be offered.
19. Verve is not liable to pay any tax on behalf of winners. It shall be the responsibility of winners to pay all applicable taxes as may be required under the federal and state government taxation laws.
20. Personal data obtained from winners' banks, including names, phone numbers, may be processed, stored, shared, and otherwise used for the marketing and promotional purposes by Verve only in line with Verve's Privacy Policy and the Nigeria Data Protection Regulation, 2019.
21. Participants understand that their personal data may be used by Verve in order to verify their identities, bank account numbers and telephone numbers in the event an entry qualifies for the grand prize.
22. Events may occur that may result in Verve extending, refusing, reclaiming, cancelling, terminating, modifying, or suspending the Promotion, these terms and/or the awarding of prize(s) at any point and for any reason. These events include but are not limited to a third party's illegal activity, technical difficulties and/or any other reasons beyond the control of Verve and accordingly each participant agrees that Verve shall have no liability as a result thereof.
23. Verve disclaims any liability whatsoever for inaccurate information, whether caused by its website or by human or technical errors related to the submission of entries.
24. To the extent permitted by the Federal Competition and Consumer Protection Act, 2019 and any other applicable law:
  - a. Each participant hereby indemnifies Verve against any direct, indirect, special, incidental, consequential, or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participant's entry to the Promotion.
  - b. Verve excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

25. Verve reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age, and place of residence) and to disqualify any entry that is not in accordance with these Terms and Conditions and/or who tampers with the entry process.
26. In accordance with the confidentiality policies and practices of Verve, none of the entry details of any participant in the Promotion will be disclosed or used by Verve for any purposes other than for entry into the Promotion or for purposes mentioned in these Terms and Conditions.
27. Participants acknowledge and accept that Verve may utilize a third party (Verve's authorized agent/s") to contact the participant, in the event that the participant is a winner, and/or to facilitate payment of the prize. In order to facilitate the contacting and payment process, Verve may provide the participant's information to such third party.
28. Information regarding the Promotion that is published on any advertising material or media platform will also form part of these Terms and Conditions. In the event of any conflict between the information in any advertising material/media platform and these Terms and Conditions, these Terms and Conditions shall prevail.
29. Verve may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on Verve's website [www.myverveworld.com](http://www.myverveworld.com). The onus rests on participants to constantly check Verve's website for updates to the Terms and Conditions.
30. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Verve, including but not limited to technical difficulties, unauthorized intervention or fraud, Verve reserves the right, in its sole discretion, to the fullest extent permitted by law to:
  - (a) to disqualify any participant; or
  - (b) to modify, suspend, terminate, or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities (if required).
31. Save as permitted by law, Verve reserves the right to cancel, suspend or terminate the Promotion, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on Verve's website [www.myverveworld.com](http://www.myverveworld.com). No liability shall lie against Verve in favor of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore, each participant waives any right which he/she may have against Verve and acknowledges that he/she will have no right of recourse or claim of any nature whatsoever against Verve.
32. Verve reserves the right to withhold any prize until it is entirely satisfied that the claimant of the prize is the bonafide winner and reserves the right to call for such proof as it may deem necessary.
33. Verve accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of any prize owing to, but not limited to strike, lock out, any civil commotion or disorder, riot, threat of war, any action taken by any governmental authority or public authority, fire, explosion, epidemic, pandemic, storm, flood, earthquake or other acts of God.
34. If part or all of any clause of these Terms and Conditions is illegal, invalid, or unenforceable:

- a. It will be read to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
  - b. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
35. These Terms and Conditions shall be governed by the laws of the Federal Republic of Nigeria and any dispute or claim arising out of or in connection with the Promotion shall be referred to a court of competent jurisdiction in Nigeria.