

# THE VERVE GOODLIFE PROMO 5.0

## 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 the 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 GOODLIFE PROMO 5.0”

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. Whilst being ‘Professionally Connected’ with the promotion includes brand and partners, their employees and family members such as a spouse, ex-spouse, defacto spouse, child or stepchild (whether natural or by adoption) or parent.

2. The Promotion will run from August 15<sup>th</sup>, 2024, to December 31<sup>st</sup>, 2024 (the “Promotion Period”). Verve has the right to extend or reduce the Promotion Period at its sole discretion.
3. Promo start date may vary for the respective merchants collaborating with Verve on this promo, however, no start date will be earlier than August 15<sup>th</sup> 2024.
4. 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 touchpoints (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.
5. 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.

6. Participants will stand a chance to win rewards in the mechanics flow below:
  - Customers will be expected to use their Verve Card to transact on Chowdeck App, and at selected Sweet Sensation Restaurants, Addide, The Place Restaurants, Market Square, BuyPower, and NNPC Retail Outlets to get up to 10% instant discount on purchases. The discount is capped between N500 (Five Hundred Naira) and N3000 (Three Thousand Naira Only) per person daily subject to the transaction volume and value attributable to each participating merchant.
  - The Promo is scheduled to run from/between Thursday and Sunday weekly.
  - Verve cardholders will be rewarded with 2 free litres of fuel for every 10 litres they purchase when they pay with Verve card and provide valid means of identification at select NNPC fuel stations across Nigeria. The maximum purchase that can be rewarded per participant in a day is 30 litres.
  - Pictures of participant can be taken at any of the selected NNPC fuel stations for control and promotion purposes.
  - Participants are only entitled to one discount per day.
7. Verve reserves the right to change the rewards or adjust the discounts within zero to 10%, should it deem it necessary without prior information or any consent from participants.
8. Verve reserves the right to disqualify any entry or entries it deems fraudulent or breaching these Terms and Conditions.
9. 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 across media platforms including but not limited to national newspapers, television, radio and social media pages for marketing and publicity purposes.
10. Discounts or rewards will ONLY be credited to eligible participants.
11. Discounts and rewards will be administered or redeemed within 5 days after a participant has fulfilled all the requirements defined in these terms and conditions binding on the promo.
12. Verve and Its partners in this promo will not be liable for misplaced rewards or discounts given to a participant.
13. Winners cannot request cash in exchange for non-monetary rewards. Winners cannot request that discounts be credited to accounts different from the ones tied to the Verve card with which the transaction was done.
14. Verve card and its partners in this promo reserve the right to disburse the discounts and rewards in whatever way and form they deem fit.

15. Verve and its partners in this promo will not be liable to pay any tax on behalf of winners or participants. It shall be the responsibility of the winners to pay all applicable taxes as may be required under the federal and state government taxation laws.
16. Personal data obtained from winners, 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.
17. Participants understand that their personal data may be used by Verve to verify their identities, bank account numbers and telephone numbers in the event it is required.
18. 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 discount(s) or reward(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 and its Partners in this promo shall have no liability as a result thereof.
19. Verve and its Partners disclaim any liability whatsoever for inaccurate information, whether caused by its website or by human or technical errors related to the submission of entries.
20. To the extent permitted by the Federal Competition and Consumer Protection Act, 2019 and any other applicable law:
  - a. Each participant hereby indemnifies Verve and its Partners in this promo 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 and its Partners 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).
21. 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.
22. 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 Condition.
23. Participants acknowledge and accept that Verve may utilize a third party (Verve's authorized agent/s) to contact the participant, if the participant is a winner, and/or to facilitate payment of the prize. To facilitate the contacting and payment process, Verve may provide the participant's information to such third party.
24. 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.

25. 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.
26. 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) 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).
27. 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.
28. Verve reserves the right to withhold any prize/reward until it is entirely satisfied that the claimant of the prize is the bona fide winner and reserves the right to call for such proof as it may deem necessary.
29. 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.
30. If part or all the 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.
31. 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.