

FIRST NATIONAL BANK REWARDS PROGRAMME TERMS & CONDITIONS

Last updated 18th June 2018

General

ACCEPTANCE

The First National Bank Rewards Programme is offered by FIRST NATIONAL BANK GHANA LIMITED ("Us", "We").

These Terms and Conditions constitute an agreement between you, the Member ("You") and Us and governs Your and Our rights and obligations in respect of the First National Bank Rewards Programme.

You acknowledge that You have read and understood the Rules of the First National Bank Rewards Programme and have accepted these Terms and Conditions. You agree to Us sharing certain of Your personal information within Our Affiliates in the ordinary course of Our business.

IMPORTANT: Kindly note that all words/terms which start with a capital letter have further been defined in the DEFINITIONS clause which You can find at the end of these Terms and Conditions.

FIRST NATIONAL BANK REWARDS IS FREE

We will not charge You:

- to earn First National Bank Rewards;
- a joining fee; or
- any periodic or annual membership fees.

RULES RELATING TO THE EARNING OF FIRST NATIONAL BANK REWARDS

We have certain Rules which must be met over and above these Terms and Conditions. These Rules are available at www.firstnationalbank.com.gh

or any branch and sets out

- the rate at which You may earn First National Bank Rewards;
- the criteria which You are required to comply with in order to qualify to earn and continue earning First National Bank Rewards; and
- the rules regarding the backdating of First National Bank Rewards earned, which may not be for a period exceeding 6 (six) months.
- We have the right to change the Rules from time to time and you agree and accept that publication on our website constitute sufficient notice to you.

ELIGIBILITY AND REGISTRATION FOR THE FIRST NATIONAL BANK REWARDS PROGRAMME

You will only be eligible and registered for the First National Bank Rewards programme if You hold a Qualifying First National Bank account and meet the qualifying criteria as set out by Us from time to time.

PAYMENT OF THE FIRST NATIONAL BANK REWARDS

All rewards will be paid into your linked First National Bank Savings Pocket provided it is opened and active on the date payment of any First National Bank Rewards become due

IMPORTANT NOTICE: TAX IMPLICATIONS

We strongly recommend that you obtain independent professional advice regarding any tax implications arising from the receipt of any cash rewards.

You are fully responsible for any tax implications arising from or associated with any cash rewards received by You being a Member of, or participating in, the First National Bank Rewards Programme.

You agree that You will not hold Us, FIRST NATIONAL BANK GHANA LIMITED liable and You hereby fully indemnify Us, and hold Us completely harmless, against all damages, claims and fines made against You or Us, including all legal costs on an attorney-and-own-client scale, to the extent to which such damages, losses, claims and fines arise out of or are connected to any taxation relating to Your receipt of any cash rewards.

VARIATION OF AGREEMENT

You agree that these Terms and Conditions (as updated from time to time) will be binding on You every time that You access the Website and/or use the First National Bank Rewards Programme. The place of conclusion of these Terms and Conditions will irrefutably be presumed to be at our main place of business in Accra, Ghana.

ENDING YOUR PARTICIPATION IN THE FIRST NATIONAL BANK REWARDS PROGRAMME AND OTHER PENALTIES

We may end Your participation in the First National Bank Rewards Programme at any time and for any reason, on notice to You. If:

- We believe Your behaviour was inappropriate, constituted misconduct and/or is considered an abuse of the First National Bank Rewards Programme;
- You breached the rules, these terms and conditions, or any other terms and conditions relevant to the First National Bank Rewards Programme; or
- a fraudulent transaction was concluded directly or indirectly by You;

Such termination will not affect instructions given to Us and not yet carried out. - But:

We reserve the right and without prejudice to any of Our other rights and remedies in terms of these Terms and Conditions and in law, to be exercised in Our sole discretion:

- That You forfeit all Your First National Bank Rewards earned;
- To Immediately terminate Your Membership to the First National Bank Rewards Programme;

- To permanently disqualify You from accessing any discounts and re-entering the First National Bank Rewards programme; and
- To reverse or cancel any transaction relating to the aforementioned conduct and hold You liable for any value which You have received in terms of such conduct.

If We terminate Your participation in the First National Bank Rewards Programme, We will not be liable for any damages of any nature suffered by You or any third party.

Once We have terminated Your participation in the First National Bank Rewards Programme You shall not be entitled to reinstate or re-join the First National Bank Rewards Programme, unless We approve, in writing, Your written request to re-join the First National Bank Rewards Programme. Any re-joining without Our written approval may, in Our sole discretion, be declared null and void.

You may end Your participation in the First National Bank Rewards Programme by calling us on 0242435050

NOTICES, CONFIRMATION AND STATEMENTS

You agree that publishing a notice on the Website or sending You a notice once You log into the Website, or via email, SMS or post will constitute sufficient notice to You. Please remember that You are responsible for providing Us with Your most up-to-date contact details, as and when they change.

For contractual purposes, You consent to receive communications from Us electronically and You agree that all agreements, notices, disclosures and other communications We provide to You electronically satisfy any legal requirement that such communications be in writing.

Should You fail to raise an objection with Us within 24 (twenty-four) hours after We have sent You a notice, You will be considered to have accepted the transaction or changes as being valid and binding in all respects.

MODIFICATION, SUSPENSION OR TERMINATION OF THE FIRST NATIONAL BANK REWARDS PROGRAMME

We may, in whole or in part, change, suspend or discontinue providing the First National Bank Rewards Programme at any time at Our sole discretion. We will however, notify You of this, within a reasonable time of these changes being made.

AMENDMENTS TO TERMS AND CONDITIONS

We may amend the Terms and Conditions and any other terms and conditions on the Website from time to time. If You use the First National Bank Rewards Programme after We have posted an amended version of any terms and conditions on Our Website, We will be entitled to assume that You have agreed to be bound by the amended and latest version of the relevant terms and conditions.

For convenience only, the date on which the Terms and Conditions were last amended is shown below the main heading of these Terms and Conditions.

CESSION

Unless expressly otherwise stated in these Terms and Conditions, You will not be entitled to cede, sub-contract and/or delegate any of Your rights or obligations under these Terms and Conditions, without Our prior written consent.

We and our successors in title shall, at any time, in Our sole discretion, be entitled to cede, assign and/or sub-contract all or any of Our rights and obligations in terms of these Terms and Conditions to any third party, without prior notice and/or approval to You.

THE LAW GOVERNING OUR RELATIONSHIP

These Terms and Conditions are subject to the laws of Ghana.

OTHER

If clauses contained herein are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be severable from other clauses. This means that if any one or more of the clauses are held to be invalid, the rest of the agreement will still apply to the extent that the law allows for this.

These Terms and Conditions constitute the entire agreement between You and Us with regard to the use of the First National Bank Rewards Programme.

The headings appearing in these Terms and Conditions are inserted for convenience only and will not be taken into account when interpreting these Terms and Conditions.

Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of the applicable Terms and Conditions.

Where dates and times need to be calculated under these Terms and Conditions, the international standard time (GMT) plus 0 (zero) hours will be used.

Any failure or delay on Our part to exercise any of Our rights will not constitute a waiver of such right.

A certificate issued by Our Website administrator and/or legal manager will serve as proof of the version of the Terms and Conditions and/or any other terms and conditions on the Website, which applied to Your use of the First National Bank Rewards Programme at a specific date.

The rule of interpretation that a contract will be interpreted against the party responsible for the drafting or preparation of a contract will not apply to these Terms and Conditions.

Save as expressly provided otherwise in these Terms and Conditions, no variation, amendment or consensual cancellation of these Terms and Conditions, including this clause, and no settlement of any disputes arising under these Terms and Conditions and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of these Terms and Conditions will be binding or have any force and effect unless reduced to writing and posted on this Website or alternatively signed by Our representative.

Definitions

TERMS	DEFINITIONS
Active	The status of your First National Bank Qualifying Account as determined by the rules of the programme
Affiliate	Any division, subsidiary, affiliate or its assigns of First National Bank or such subsidiary or affiliate's division, subsidiary, affiliate or its assigns and so forth.
Disclaimer(s)	Our Disclaimers, Waivers and Limitation of Liabilities provisions which can be found at www.firstnationalbank.com.gh
First National Bank Rewards	Means the rewards programme operated by Us whereby cash rewards may be earned by Members
First National Bank	FIRST NATIONAL BANK GHANA LIMITED
Good Standing	Subject to any specific rules to the contrary, good standing means: all your First National Bank accounts and credit agreements must be in good standing. This means that none of your First National Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with First National Bank Legal process means any legal proceedings in any court of law involving you and First National Bank, including but not limited to: collections, liquidation and sequestration proceedings.
Member(s)	A person who has been registered for the First National Bank Rewards Programme.
Our	FIRST NATIONAL BANK GHANA LIMITED
Privacy Policy	Our Privacy Policy can be found at www.firstnationalbank.com.gh
Qualifying Account(s)	The First National Bank accounts as determined by Us from time to time. Presently this means First National Bank Gold Cheque Accounts, and First National Bank Platinum Cheque Accounts that are Active.
Qualifying Criteria	The qualifying criteria associated with the Qualifying Accounts as determined by Us from time to time.
SMS	Short Messaging Service is a message sent to a designated cellular phone
Terms and Conditions	These terms and conditions as amended, novated, supplemented, varied or replaced from time to time, applicable to the First National Bank Rewards Programme and all Our products and services and must be read in conjunction with all other relevant terms and conditions on the Website, product and service specific terms and conditions, Our Privacy Policy, Our Disclaimers, Waivers and Limitation of Liability provisions.
Us	FIRST NATIONAL BANK GHANA LIMITED
We	FIRST NATIONAL BANK GHANA LIMITED
Website	The website which may be accessed at the universal resource locator https://www.firstnationalbank.com.gh The Website consists of Our various web pages.