

TERMS AND CONDITIONS FOR THE PETROL STATION CASHBACK REWARDS PROMOTION

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

1. OVERVIEW

- 1.1. These terms and conditions (the “**Terms**”), together with any communication (“**Promotional Material**”) displayed in the Promotion (defined below), govern your participation in the Promotion organised by Moniepoint Microfinance Bank Limited (“**Moniepoint MFB/ Moniepoint**”). These Terms are supplemental to, and incorporate Moniepoint MFB’s General Terms and Conditions for Account Opening ([accessible here](#)) (the “**Account Opening Terms**”).
- 1.2. These Terms and the Account Opening Terms (together, the “**Agreement**”) govern your participation in the Promotion. In the event of any conflict, these Terms shall prevail, unless expressly stated otherwise.
- 1.3. By participating in the Promotion, you agree to be legally bound by these Terms, and you agree that any breach of these Terms may result in your disqualification from the Promotion. If discovered, after a Reward (defined below) has been awarded, you agree to return such Reward and consent to Moniepoint MFB reversing the Reward from your Moniepoint MFB Account. If you do not agree to any provision of the Agreement, please do not participate in the Promotion.
- 1.4. Moniepoint MFB may amend these Terms at any time. Updated Terms will be published on our website and will apply from the date of upload. You are advised to check our website regularly for updates.
- 1.5. Eligibility for a Reward is dependent on your completion of the Qualifying Transactions (defined below) displayed In-App and/or the Promotional Material.

2. DEFINED WORDS AND THEIR MEANINGS

Capitalised terms used and not defined herein shall be as defined in the Account Opening Terms.

Word	Meaning
Account	A Participant’s Moniepoint MFB deposit account validly opened and maintained in accordance with Moniepoint MFB’s Account Opening Terms.
Affiliate	A company or legal entity which (a) controls Moniepoint MFB, either directly or indirectly or (b) which is controlled directly or indirectly by Moniepoint MFB, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls Moniepoint MFB.
In-App	The communications displayed on Moniepoint MFB’s internet banking and mobile applications.
Petrol Station Cashback Reward Promotion	Moniepoint MFB’s limited-time cashback promotion under which eligible customers who carry out Qualifying Transactions using their Moniepoint debit card on Moniepoint POS terminals at participating petrol stations in Lagos State, Nigeria (“Lagos”) during the Promotion Period shall receive a Reward in accordance with these Terms

Participant	An eligible Moniepoint MFB customer who holds an active Moniepoint MFB account and an active Moniepoint MFB debit card, and who satisfies the Qualifying Transaction requirements during the Promotion Period.
POS	Means Point of Sale terminal; an electronic payment terminal deployed by Moniepoint MFB that enables card-based payment processing. For the purpose of this Promotion, POS refers only to approved Moniepoint POS terminals deployed at participating petrol stations in Lagos and designated for the Promotion.
Promotion	The Petrol Station Cashback Reward Promotion organized by Moniepoint MFB to reward eligible customers for qualifying card transactions conducted at selected petrol stations in Lagos using Moniepoint POS terminals.
Promotional Materials	Any communication, advertisement, or material relating to the Promotion issued or authorized by Moniepoint MFB, including but not limited to In-App notifications, website publications, emails, SMS, banners or display materials at participating petrol stations, and posts or announcements on Moniepoint MFB's official social media pages or other official communication channels.
Promotion Period	The specific timeframe during which the Promotion runs, as communicated in the applicable Promotional Materials and as may be amended, extended, or terminated by Moniepoint MFB at its discretion.
Qualifying Transactions	<p>The collective fulfilment of the following conditions by a Participant:</p> <ol style="list-style-type: none"> a. A successful fuel purchase transaction at a participating petrol station in Lagos; b. Payment for the fuel purchase is carried out using a valid Moniepoint MFB debit card; c. The payment is processed through a Moniepoint POS terminal deployed at a participating designated petrol station in Lagos; and d. The transaction occurs within the Promotion Period. <p>For the avoidance of doubt, only transactions completed on approved Moniepoint POS terminals at participating designated petrol stations shall qualify for cashback under this Promotion.</p>
Reward (Cashback)	A cashback incentive equal to 7.5% of the value of a Qualifying Transaction, capped at a maximum of ₦1,000 per transaction, which shall be credited to the Participant's designated rewards wallet in accordance with the terms of this Promotion.

3. ELIGIBILITY

3.1. To participate in the Promotion, you must:

- a. be at least 18 years old (and by participating in the Promotion you confirm that you are aged 18 years or older);
- b. be resident in Nigeria;
- c. Hold and maintain an active Moniepoint MFB account while remaining in full compliance with the Account Opening Terms; and
- d. Possess a valid and active Moniepoint debit card linked to your account.

3.2. The Promotion shall only be valid for Qualifying Transactions carried out during the Promotion Period.

- 3.3. Eligibility for a Reward shall be determined automatically upon the successful completion of a Qualifying Transaction. There shall be no draws, voting process, or manual entry mechanism under this Promotion.
- 3.4. All Qualifying Transactions and Rewards shall be subject to Moniepoint MFB's transaction validation, fraud monitoring, and verification processes. Moniepoint MFB reserves the right to withhold or reverse any Reward where a transaction is subsequently reversed, disputed, cancelled, or determined to be invalid or fraudulent.
- 3.5. Participation in this Promotion is subject to compliance with these Terms. Any breach, misuse, or attempt to manipulate the Promotion mechanics shall result in immediate disqualification.

4. ENTRY REQUIREMENTS

- 4.1. To participate in the Promotion, a Participant must:
 - a. Meet the eligibility requirements set out in Clause 3; and
 - b. Successfully complete a Qualifying Transaction during the Promotion Period.
- 4.2. There is no registration, entry submission, draw, or manual participation process required. Eligibility for a Reward is automatically triggered upon successful completion and validation of a Qualifying Transaction during the Promotion Period.
- 4.3. A Participant may carry out multiple Qualifying Transactions during the Promotion Period. Cashback shall be awarded per valid Qualifying Transaction, subject to the applicable cashback cap and any limits communicated in the Promotional Materials.
- 4.4. Where a Qualifying Transaction is reversed, cancelled, refunded, charged back, or otherwise invalidated for any reason, Moniepoint MFB reserves the right to:
 - a. Decline to award the applicable Reward; or
 - b. Reverse, debit, or claw back any Reward previously credited in respect of such transaction.
- 4.5. Moniepoint MFB shall not be liable for any failure to receive cashback arising from:
 - a. Use of a non-Moniepoint card;
 - b. Transactions processed on POS terminals that are not approved Moniepoint POS terminals at participating petrol stations;
 - c. Technical malfunctions, network failures, system downtime, or processing delays beyond Moniepoint MFB's reasonable control;
 - d. Participant error, including incorrect PIN entry, insufficient funds, or incomplete transaction processing.

5. REWARD CREDITING AND LIMITATION

- 5.1. **Cashback Amount**

Eligible Participants shall receive cashback equal to seven and a half percent (7.5%) of the value of each Qualifying Transaction, capped at a maximum of ₦1,000 per transaction.
- 5.2. **Payment Timeline**

The Rewards are intended to be paid instantly to the Participant's Account upon successful completion and validation of a Qualifying Transaction. Notwithstanding the foregoing, Rewards payment remains subject to transaction reconciliation, system availability, and fraud screening processes and verification processes. In the event of technical delays, processing errors, or system interruptions, Moniepoint MFB reserves the right to pay the applicable Reward within a reasonable period following resolution of such issue, without incurring

liability.

5.3. No Transfer or Exchange

The Rewards are non-transferable and shall only be credited to the eligible Participant's Moniepoint MFB account or designated rewards wallet. No cash withdrawals, substitutions, or transfers to third-party accounts shall be permitted.

5.4. Overall Rewards Cap

Moniepoint MFB may, at its discretion, introduce or impose a maximum aggregate cashback limit per Participant and/or a total campaign budget cap for the Promotion. Where applicable, details of any such limit shall be communicated and published in the relevant Promotional Materials. Moniepoint MFB reserves the right to suspend or terminate the Promotion once any applicable cap is reached.

6. FRAUD, ABUSE AND DISQUALIFICATION

6.1. If we reasonably suspect or become aware that you have not participated in the Promotion in good faith or have not complied with any of the terms in these Terms and/or the Account Opening Terms, we may refuse to pay you the Reward, and/or suspend or terminate your participation in the Promotion.

6.2. Moniepoint MFB reserves the right to disqualify any Participant and/or block any card from participation in the Promotion where it reasonably suspects fraud, abuse, artificial transaction inflation, collusion, or suspicious activity. Without limitation, the following shall constitute abuse of the Promotion and Moniepoint MFB's determination in respect of suspected abuse shall be final:

- a. Use of the same Moniepoint card on the same Moniepoint POS terminal more than Five (5) times in a single calendar day;
- b. Use of the same Moniepoint card on the same Moniepoint POS terminal more than Thirty Five (35) times within a single calendar week;
- c. Transaction splitting designed to maximise cashback;
- d. Collusive arrangements between customers and merchants or gas pump attendants.

6.3. If Moniepoint MFB reasonably suspects fraud, abuse, artificial transaction inflation, collusion, or any material misuse of the Promotion, Moniepoint MFB may, at its sole discretion and without prejudice to any other rights available under law:

- a. Disqualify you from participating in the Promotion;
- b. Withhold, reverse, or claw back any Rewards payable or paid to you;
- c. Restrict, suspend, or close your Account in accordance with the Account Opening Terms; and/or
- d. Report such activity to relevant regulatory or law enforcement authorities, where required.

7. TAXES

Participants shall be solely responsible for any taxes payable on the Rewards received under this Promotion, where applicable.

8. UNDERTAKINGS AND OTHER GENERAL PROGRAM INFORMATION

8.1. Acknowledgment

By participating in the Promotion, you acknowledge and agree that:

- a. Entitlement to any Reward is strictly conditional upon the successful completion and validation of a Qualifying Transaction during the Promotion Period;

- b. Rewards are not guaranteed where transactions fail, are reversed, or are deemed invalid; and
- c. You remain solely responsible for complying with these Terms, the Account Opening Terms, and all applicable laws and regulations.

8.2. Data Processing

- a. Moniepoint MFB will process your personal data strictly for purposes connected with the administration of this Promotion, including:
 - i. Verification of eligibility;
 - ii. Validation and reconciliation of Qualifying Transactions;
 - iii. Fraud detection and monitoring;
 - iv. Rewards calculation and payment;
 - v. Regulatory compliance and audit obligations.
- b. The categories of personal data processed may include your name, account number, transaction records, card details (in masked form), phone number, and other account-related information necessary to administer the Promotion.
- c. All personal data shall be processed in accordance with Moniepoint MFB's privacy policy [accessible here](#) and applicable data protection laws. By participating in the Promotion, you consent to such processing.

9. LIMITATION OF LIABILITY AND INDEMNITY

9.1. Limitation of Liability

To the maximum extent permitted by applicable law, Moniepoint MFB shall not be liable to you or any third party for any indirect, incidental, consequential, punitive, or special damages, including loss of revenue, loss of profits, or loss of opportunity, arising out of or in connection with:

- a. Participation in the Promotion;
- b. Delays or failure in Rewards payment;
- c. Technical failures, network interruptions, or system downtime;
- d. Merchant-related issues at participating petrol stations.

Nothing in these Terms shall exclude liability which cannot be excluded under applicable law.

9.2. Liability Cap

Where permitted by law, Moniepoint MFB's total aggregate liability arising in connection with this Promotion shall not exceed the total Reward amount properly due to you in respect of the relevant Qualifying Transaction giving rise to the claim.

9.3. Indemnity

You agree to indemnify and hold harmless Moniepoint MFB, its directors, officers, employees, agents, partners, and Affiliates from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- a. Your breach of these Terms or the Account Opening Terms;
- b. Fraudulent, abusive, or unlawful conduct by you in connection with the Promotion;
- c. Any collusive or artificial transaction activity involving you;
- d. Your violation of applicable laws or regulations.

10. GENERAL TERMS

- 10.1. Variation.** Moniepoint MFB reserves the right to amend these Terms, including the Promotion Period, cashback percentage, eligibility criteria, or cashback cap, at any time. Notice of such amendments may be provided via In-App, in the Promotional Material or other official communication channels.

- 10.2. Continued Participation.** Your continued participation in the Promotion following any amendment constitutes acceptance of the revised Terms.
- 10.3. Suspension or Termination.** Moniepoint MFB reserves the right to suspend or terminate the Promotion at any time where:
- a. Fraud or abuse undermines the integrity of the Promotion;
 - b. Technical or operational issues arise;
 - c. Regulatory or legal concerns require discontinuation;
 - d. The allocated Promotion budget has been exhausted.
- Termination shall not affect cashback already validly earned and verified prior to termination, subject to these Terms.
- 10.4. Assignment.** You will not assign any of your rights and obligations under these Terms to any other person, entity or corporation without the prior written consent from us. We may assign our rights and obligations under these Terms without your consent.
- 10.5. Third Party Rights.** No third party has any right to enforce any provision in these Terms.
- 10.6. Entire Agreement.** These Terms constitute the entire agreement between you and us with respect to the matter discussed herein and supersede any previous agreement between the parties in relation to such matter. Each party acknowledges that in entering into these Terms, each party has not relied on any representation or warranty save as expressly set out in this document.
- 10.7. Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Each party agrees that the courts in Lagos State, Nigeria shall have jurisdiction to settle any dispute or claim arising out of or in connection with these Terms, its subject matter or formation (including non-contractual disputes or claims).
- 10.8. Waiver.** No failure to exercise and no delay in exercising on the part of any of the Parties hereto, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 10.9. Severability.** If any term or provision of these Terms is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part(s) thereof shall be struck from these Terms, and such provision shall not affect the legality, enforceability, or validity of the remainder of these Terms, and the provision struck off shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the provision struck off as is legally possible. The Parties shall endeavour to carry out the provisions of these Terms as nearly as possible in accordance with its original terms and intent.