

TERMS AND CONDITIONS FOR ZENITH BANK's USSD & WHATSAPP BANKING (ZiVA) PROMO

1. What is the proposed reward amount?

- I. All customers (new and existing) who buy airtime worth N1000 and above on Zenith's USSD (*966#) and Whatsapp Banking (ZiVA) platforms would be rewarded with a top-up of N500

2. Customer Eligibility

- I. Both New and Existing Zenith Bank customers are eligible to participate in the promo

3. Number of customers to be rewarded on a weekly basis

- I. 4830 customers would be rewarded weekly (for the month of Oct, Nov and Dec).

4. Promo Duration

- I. The promo will commence on Monday Oct 3rd, 2022, and end Friday 30th December 2022

5. Time of the Day/ Week of the promo

- I. The promo time is 9am – 6pm (Mondays to Friday)

6. The number of wins allowed for each customer

- I. Customers are eligible to win once a daily, once weekly and three times throughout the duration of the promo - Eligibility is once in each month

7. Customer's responsibility:

- I. The customer undertakes to be responsible for safeguarding his/her Password and PIN, and under no circumstance shall the customer disclose any or all of these to any person.
- II. That under no circumstances shall the Password/ PIN be disclosed to anybody.
- III. Not to write the Password and PIN in an open place to avoid third party coming across same.

- IV. The bank is expressly exempted from any liability arising from unauthorized access to the customer's account and/or data as contained in the bank's records via the service, which arises because of inability and/or otherwise of the customer to safeguard his password and/or PIN and/or failure to log out of the system completely by allowing on screen display of his account information
- V. The bank is further relieved of any liability as regards breach of duty of secrecy arising out of customer's inability to scrupulously observe and implement the provisions of clauses 3(i) & (iii) above, and/or instances of breach of such duty by hackers and other unauthorized access to the customer's account via the service.
- VI. The Customer's Password and PIN must be changed immediately it becomes known to anyone else.
- VII. The customer is obligated to deactivate his/her profile and notify the bank immediately after the security of his/her password and PIN has been compromised.
- VIII. Where a customer notifies the bank of his intention to change his Password and PIN arising from either his loss of memory of same or that it has come to notice of a third party, the bank shall with the consent of the customer, delete same and thereafter allow the customer to enter a new Password and PIN. Provided that the bank shall not be responsible for any loss(es) that occurs between the period of such memory of the Password and PIN.
- IX. The Customer shall be responsible for any fraud, loss and/or liability to the bank or third party arising from usage of the customer's Password and PIN being used by a third party and other unauthorized access.
- X. Accordingly, the bank shall not be responsible for any fraud that arises from usage of the customer's Password and PIN.

- 8. Under no circumstances will the bank be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the bank or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at the Customer risk.
- 9. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangement is owned by the bank: Rules of the road
- 10. For the benefit and security of our customer and to comply with applicable laws, we have a few mandatory guidelines that we call rules of the road, and conduct that violates the rules of the road is grounds for termination of this services and the bank may for whatsoever reason vary these terms and conditions. For this reason, the customer undertakes to:
 - I. Provide accurate information. Agree to provide true, accurate, current and complete information about yourself as requested in our registration form and account opening forms and the customer agree not to misrepresent his/her identity or information which may include usernames, password or other access devices for such accounts.
 - II. **Obey the law.** Customer agrees not to use the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringe the right of others.
 - III. **Restrictions on commercial use or resale:** Customer's right to use the service is personal therefore customer agrees not to assign or make any commercial use of the service.

- IV. **Proprietary rights:** The customer acknowledges and agrees that the bank own all rights to this website and the content displayed on the site. The customer is only permitted to use this content as expressly authorized by the service. Customer(s) may not copy, reproduce, distribute, or create derivative work from this content

A violation of any of the rules (i-iv) is a ground for discontinuation of the service by the bank.

Limitations of liability:

11. **Customers agree that the bank will not be liable for any liability, whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if we have been advised of the possibility of such damages, resulting from:**
 - I. The use or the inability to use the service
 - II. The cost of getting substitute goods and service resulting from any products, data, information, or services purchased or obtained or messages received, or transactions entered through or from the service.
 - III. Unauthorized access to or alteration or your transmission of data.
 - IV. Statements or conduct of anyone on the service; or any other matter relating to the service

12. **Service changes and discontinuation.**

The bank reserves the right to change or discontinue, temporarily or permanently, the service at any time without notice. In order to maintain the security and integrity of the service the bank may also suspend customer's access to the service at any time without notice. Customer agrees that the bank will not be liable to the customer or any third party for any modification or discontinuation of the service.