

DIBILIXTRA TERMS AND CONDITIONS OF ACCEPTANCE

WHEREAS:

- As part of benefits of the DibiliXtra Account, Access Bank (Zambia) Limited. (hereinafter known as “Access Bank (Zambia) Limited”) developed a scheme known as the DibiliXtra Reward Scheme (hereinafter known as “the Scheme”). DibiliXtra Reward Scheme is a benefit of the DibiliXtra account aimed at rewarding DibiliXtra account holders for their loyalty to the Bank whereby DibiliXtra account holders who have maintained not less than the sum of ZMW1, 500.00, ZMW 3,500 and ZMW 7,500 only or more in their accounts for each calendar month are given the opportunity to participate in a Monthly, Quarterly and Annual draws respectively, for the purpose of winning cash prizes.
- I/We..... of no a DibiliXtra account holder of Access Bank (Zambia) Limited has/have participated in the above mentioned scheme and has/have been nominated as a cash prize winner of;

ZMW..... I/We hereby agree to be bound by the following terms and conditions in this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

LIMITATION OF LIABILITY

I. Subject to any statutory limitations, no claim by Me/Us against a third party may be the subject of a claim against Access Bank (Zambia) Limited.

II. Access Bank (Zambia) Limited accepts no responsibility and shall not in any circumstance whatsoever be liable to Me/Us or any third party for any lawsuit brought against Me/Us in consequence of any reward won under this scheme

III. In the event of any law suit brought against Access Bank (Zambia) Limited in consequence of My/Our use of the reward won under this scheme, I/We shall indemnify Access Bank (Zambia) Limited for any loss suffered thereof.

IV. I/We shall not assign, or otherwise dispose, of any of My/Our rights under this scheme.

V. Access Bank (Zambia) Limited is not a party to and shall not be held liable for any claims whatsoever arising from any transaction between Me/Us, My/Our agent(s), My/Our customer(s) and any third party.

VI. I agree to indemnify the Bank and hold it harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my participation on the Scheme.

DISCLOSURE OF INFORMATION

Access Bank (Zambia) Limited may hold process and disseminate using the electronic media or any other means, information obtained about Me/Us, in consequence of this Scheme to:

- The Public: (For Access Bank (Zambia) Limited publicity and promotion purposes)
- Any relevant party involved in the processing of this scheme
- Any person who may assume Access Bank (Zambia) Limited's right under this agreement
- Any party, if permitted or compelled to do so by a court of law.

VARIATION OF AGREEMENT

- Access Bank (Zambia) Limited may vary the terms of this scheme at any time with notice to Me/Us and such variation shall be binding on me.

REVIEW OF SCHEME

- Access Bank (Zambia) Limited may at any time and with notice to Me/Us, suspend, cancel and/or refuse to renew this scheme without affecting My/Our outstanding obligations and rights as an account holder.

NOTICES

- Notices and correspondences between the parties may be sent by fax, email or by registered mail/courier to the receiving party. Such notices or correspondences shall be deemed to have been received 3 days after

dispatch, in the case of registered mail/courier by handing the said correspondence to a reputable courier service for immediate delivery to the addressee in a properly addressed package.

MAINTENANCE

- I/We hereby agree that Access Bank (Zambia) Limited accepts no responsibility and shall not in any circumstances be liable to Me/Us or any third party for the maintenance, registration and/or upkeep of the reward won under this scheme.

ARBITRATION

- If any dispute arises between the parties, hereto relating to the interpretation and/or application of this scheme, which cannot be resolved by mutual consultation, such dispute shall be referred to arbitration in accordance with the Arbitration Act, No. 19 of 2000 or any statutory modification for the time being in force. The venue of such arbitration shall be at Lusaka, Zambia.

SEVERANCE

- If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract.

GENERAL

- Access Bank (Zambia) Limited shall not be liable to Me/Us, if Access Bank (Zambia) Limited is unable to perform its obligations under this agreement, due (directly or indirectly) to the failure of any machine, data processing system, transmission link, industrial dispute or anything outside the control of Access Bank (Zambia) Limited, its agents or subcontractors
- This agreement shall be governed by and construed in accordance with the laws of Zambia.
- I agree to present myself and all others as related (family, friends and associates) upon request by Access Bank (Zambia) Limited for photography and videography, and I understand and agree that any use of this pictures/video will not entitle me to receive any wages, benefits, fees, compensation or other consideration whatsoever.

- I hereby grant Access Bank (Zambia) Limited irrevocable right to use pictures of myself and all others as related (family, friends and associates) for the Bank's promotional material in relation to the scheme.
- I hereby irrevocably consent to the Bank's filming, taping and/or recording of me, with my knowledge, for use in connection with this agreement. I hereby grant to Bank, its assignees, licensees, agents and affiliates, the right in any and all media now known or hereafter devised throughout the universe in perpetuity to use and reuse my appearance/image in the promotion of the DibiliXtra program including but not limited to, the right to use my name, voice, likeness, biographical information in any manner, whatsoever at Bank's sole discretion and as Bank sees fit.
- I understand and agree that any exploitation of my appearance, name, likeness, voice, conversation, sounds, biographical information as the same may be edited, cut, altered, rearranged, adapted, dubbed or otherwise revised in illustrations, bulletins, exhibitions, videotapes, derivative works, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet and will not entitle me to receive any wages, benefits, fees, compensation or other consideration whatsoever and hereby waive the right to approve the final product.

I/we have been given ample opportunity to read, and I/we have carefully read, this entire Agreement. In addition, I/we have been given the opportunity to, and hereby advised to, have this Agreement reviewed by legal counsel of my choice. I/we certify that I/we have made an investigation of the facts relevant to this Agreement and of all the matters pertaining thereto as I/we have deemed necessary, that I/we fully understand the contents of this Agreement, that I/we am/are of sound mind, and that I/we intend and agree to be legally bound by this Agreement. Each statement, which I/we have made in this Agreement, is true. The foregoing shall constitute a binding and enforceable agreement between myself and Bank.

THESE TERMS AND CONDITIONS ARE ACCEPTED BY ME ON THE DATE APPEARING HEREUNDER

NAME:

SIGNATURE:

DATE:

In the presence of Access Bank (Zambia) Limited (Branch manager):

NAME:

ADDRESS:

SIGNATURE: