

**≡ NOW  
NOW**



# **REFER AND EARN**

**REFER SHOPKEEPERS TO BECOME  
NOWNOW AGENTS**

**TERMS AND CONDITIONS**

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- This offer is only Valid till November 30th 2020
- The NowNow agent has to refer at least 3 people to be eligible, there is no upper limit to the number
- The Cashback is limited in number and will be shared with agents on first come first serve basis
- The NowNow cashback will be credit in the agent wallets in the first week of december 2020
- The referred agent must meet all the requisite criteria of being a NowNow agent and should not have previously registered/applied for becoming a NowNow agent
- Criteria for referred agent: Must upload their wallet with ₦20,000/- in first 30 days. Must perform at least 5 transactions, out of which 3 have to be unique
- In cases of fraudulent/suspicious transactions, NowNow solely reserves the right to revoke the offer.
- The Referee can be referred by multiple Referrers, but only the 1st Referrer will be considered for the Referral Reward. The eligibility of 1st Referrer shall be determined as and when the Referee successful completes the process of registration and meets all the criteria
- NowNow solely reserves the right to change/modify or stop the offer without giving any prior notice
- This Offer shall not be clubbed/used in conjunction/alongside any prevailing Offer/promotion running on NowNow Platform.
- Employees of NowNow (including their family members) and of their group companies, affiliate or associate companies, shall not be eligible for any of the Referral Rewards under this Offer. In case it comes to the knowledge of NowNow that any Referrer/Referee is an employee of NowNow or their family member, NowNow reserves the right to forfeit the Referral Reward.
- The participation in the Offer is open only for the Offer Period for the Nigerian citizens of 18 years and above of age
- NowNow cash will not be processed for non-KYC users. Get your KYC done to receive the NowNow cash. Please ignore if KYC is already done

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- Merchandize disbursement will be based upon a lucky draw on the sole discretion of NowNow
- NowNow reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter, modify, stop this Offer or any part thereof pertinent to this T&C at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control without providing any prior notice to Referrer/Referee and the same shall be binding on the Referrers and Referees.
- NowNow reserves the right to disqualify any transaction or discontinue promotion any time.
- By participating in the Offer, Referrer/Referee consent to the some information available on NowNow platform such as name, score etc. to be communicated to its vendor as required for publication in any media, for the purpose of Referrer/Referee's announcement. NowNow may, at its discretion, choose not to disclose the identity of the selected Referrer(s) to other Referrer/Referee unless expressly mentioned herein. The Referrer/Referee also consent to the information being stored in the servers of NowNow or its service providers
- Referrer/Referee acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP, Mobile application, Website and all material or content related to the Offer shall remain, at all times, owned by NowNow and/or their respective owners. All material and content contained is made available for Referrer/Referee personal and non-commercial use only. Any other use of the material/content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

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- Subject to any applicable laws; (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed including, but not limited to, meeting of the Referrer/Referee's requirements or aspirations, timeliness, security, the results or reliability of the Offer, delay in sending or receiving the SMS for participating in the Offer, any type of delay by the Referrer/Referee, or the delivery, quality, quantity, fitness for use or non-infringement in respect of any goods, services, benefits or Referral Reward/gratification/awards acquired or obtained through the Offer or any transactions effected through the Offer; (b) The Referrer/Referee expressly agree that his/her participation in the Offer is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.
- The Referral Reward(s) under this Offer are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the Referral Rewards shall be subject to such other T&C as may be applicable to specific Referral Reward and shall have to be duly complied with by the Referrer/Referee(s).
- The Referral Reward(s) to the Referrer(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the Referral Reward(s) and on production of all such documents/papers as may be required by NowNow before accepting the delivery of the Referral Reward. Any failure on the part of the Referrer/Referee(s) to comply with directions issued by NowNow for claim of Referral Reward shall entitle NowNow to forfeit the Referral Reward(s) or roll the Referral Reward over to the next eligible Referrer/Referee(s), at their sole discretion.

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- Any Referrer/Referee providing any incorrect information or concealing/withholding any information from NowNow with intent to participate and/or be chosen as the Referrer/Referee(s) of the Offer will automatically be disqualified from participating in it and being chosen as the Referrer/Referee(s) of the different categories of Referral Reward. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator number, domicile etc., by the Referrer/Referee or dispute with the NowNow Platform, shall entitle NowNow to disqualify him/her without any further intimation. NowNow reserves its right to take appropriate legal action against any Referrer/Referee involved in illegal/unauthorized activity.
- The Referrer/Referee shall indemnify and keep indemnified NowNow and their officers, directors, employees, customers, and affiliates harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which NowNow may incur, pay or become responsible as sponsor/organizer/facilitator as a result of (i) breach or alleged breach of the representations or obligations by the Referrer/Referee under the T&C hereunder; (ii) any failure by the Referrer/Referee to comply with applicable law and (iii) any third party claim in respect of misuse of any information of a third party by the Referrer/Referee. NowNow shall have the right to defend themselves, pursuant to this clause, at the cost of the Referrer/Referee. NowNow or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Referrer/Referee(s) or any third party, in connection with the Offer. It is expressly provided that transaction shall be between Referrer & NowNow only.

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- The Referrer/Referee(s) hereby irrevocably authorize NowNow to use the data/information gathered during and/or after the Offer in respect of the Referrer/Referee (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the Offer, Referrer/Referee(s) confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future Offers from NowNow
- This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of NowNow (“Force Majeure Event”). NowNow shall not be liable for any delay or adverse effect caused to this Offer there under as a result of a Force Majeure Event. NowNow shall intimate the suspension of Offer caused as a result of such Force Majeure Event to the Referrer/Referee within reasonable time.
- NowNow reserves all the rights to Offer any amount/coupon/voucher/any other Referral Reward equivalent to the cost of the Referral Reward.
- This Offer is subject to guidelines/ directions issued by any applicable competent authority from time to time.
- This Offer is designed/sourced by NowNow, are as per their best of efforts. In case there is any discrepancy or dispute regarding the Offer, the decision by NowNow shall be final and neither NowNow nor any third party shall have any liability towards any Referrer/Referee. No queries/complaints whatsoever in this regard will be entertained
- Failure by NowNow to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, NowNow may assign any of its rights within the Offer to any party without prior intimation to Referrer/Referee.

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- NowNow does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Referrer/Referee.
- The Referrer/Referee understand and agree that NowNow its owners and affiliates, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a Referrer/Referee and/or any third party, directly or indirectly, by use or non-use of the Referral Reward.
- Apart from the entitlement to the Referral Reward, the Referrer/Referee or their legal heirs/successors/ representative will have no other rights or claims against NowNow, its owners/organizers/sponsors and affiliates.  
Notwithstanding anything, in case of any dispute, maximum aggregate liability of NowNow, shall not exceed value of the concerned Referral Reward of ₦1,000/- for each participant
- The Referrer/Referee (s) understand and agree that acceptance of the Referral Reward by them, constitutes grant of permission to the facilitators to click photographs of the Referrer/Referee and use the Referrer/Referee's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the Referrer/Referee. The Referrer/Referee hereby provides his/her irrevocable consent for sharing/submission of his/her personal information to NowNow, and subsequent use by NowNow of such information for lawful purposes as per its discretion.
- Post Referrer/Referee (s) declaration and completion of their announcement and further process as the case may be if NowNow finds that the declared Referrer/Referee(s) are erroneous then NowNow reserves the right to declare the correct Referrer/Referee(s) again (as per the T&C) and cancel the Referral Reward of Referrer(s) declared earlier and the same decision of NowNow shall not be challenged by any erroneously selected Referrer(s).

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- NowNow shall not be responsible for any claims from any Referrer/Referee(s) or any third party arising out of any failure(s) which is beyond the reasonable control of the NowNow. Without limiting the generality of the foregoing, NowNow shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Offer including but not limited to any technical failures in the mobile/device/computer/laptop connectivity, delay in sending or receiving the SMS for participating in the Offer, any type of delay, any action that has been initiated, actioned or completed through his/her mobile phones/device/computer/laptop, failure of servers or any type of failures arising out of technical snags or resultant inability of the Referrer/Referee(s).
- The Referrer/Referee hereby agree and undertake not to hold NowNow and/or any of their group entities or affiliates, their respective directors, officers, employees, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Offer.
- Any dispute arising out of this Offer's T&C shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, the dispute shall be referred to Mediation. The venue of Mediation shall be at Lagos only