

# UDV (KENYA) LIMITED “BAILEYS DELIGHT BAKE FEST” TERMS AND CONDITIONS

## TERMS OF ENTRY

The following terms and conditions apply exclusively this Competition and all participants in the Competition are deemed to have read, understood and accepted the same.

### Eligibility

1. This Competition is restricted to Kenyan residents above the age of eighteen (18) years only.
2. Employees of East African Breweries Limited Group of companies (KBL, UDV, EAML, SBL, UBL), and any other supplier or third party directly involved with providing services during this Competition and their immediate families are not eligible to participate in the Competition. Each participant, prize winner may be required to declare or affirm in a Form of Discharge that they do not belong to any of the restricted groups of persons.
3. UDV (Kenya) Limited ('UDV') reserves the right to seek verification of eligibility to enter and receive a prize under these Terms & Conditions. If, in UDV's reasonable opinion, a winner is found to be ineligible, UDV reserves the right to require the return of any prize already awarded, either at its sole discretion and such winner shall be disqualified.

### Competition Period

4. The Competition is open to all residents within Nairobi and shall run from 18<sup>th</sup> May 2020 to 3<sup>rd</sup> August 2020.
5. UDV reserves the right to change the Competition dates as it deems fit. Decisions made by UDV shall be final and binding.

### How to Participate

6. To enter the competition, a participant shall purchase Baileys delight 750ml and share an image or video clip of him/her making his/her favorite snack for example cake, Pancake with Baileys Delight as one of the ingredients.
7. The participant will be required to share the image or video clip (inclusive of the Baileys Delight pack) of him/her on either Instagram or Facebook, tag the Baileys social media pages using the hashtag #BaileysDelightBakefest
8. The post that receives most likes will get a Baileys 750ML and an exciting merchandise. Prizes must be accepted as awarded, cannot be exchanged for other prizes or for their value in cash and may not be transferred or exchanged.

### Notification of Competition winner

10. The winner will be notified and contacted directly through the Baileys Social Media Kenya pages. UDV reserves the right to verify the eligibility of the winner in line with the terms and conditions. If it is found that the winner was ineligible to the competition, he/she is disqualified and forfeits the prize and the next runner up will be contacted.

### Prizes

13. Prizes must be accepted as awarded, cannot be exchanged for other prizes or for their value in cash and may not be transferred or exchanged.
14. UDV gives no warranties on the merchandise. Winners agree to accept the prizes on an "as is" basis provided always in the event that the prize specified in the Competition becomes unavailable for any reason UDV may substitute a prize of like or equal value.

### Special conditions on Prizes

- a. UDV shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect and consequential loss) or for personal injury which is suffered or sustained as a result of taking the prize, except for any liability which cannot be excluded by law.
- b. UDV does not accept any responsibility for failure or inability of any Participant to win a prize.

### Use of Personal Data

16. By participating in this Competition you are deemed to have granted UDV the right to contact you for further information.
17. By participating in the Competition, all participants shall be deemed to have granted UDV during the Competition and within two years after the end of the Competition exclusive permission to use their full names, photos, video footage and other details in such media as UDV may choose (including and not limited to the internet) in connection with the Competition and for future promotion and marketing purposes and that they shall further agree to participate in all public relations and marketing activities of UDV on such terms, as UDV may require and waive any claims to royalty, right or remuneration for such use.

18. All the ownership and intellectual property rights in the footage and visuals taken of any participant, his/her family and surrounding on lookers pertaining to the Competition is and shall at all times remain the sole property of UDV.

19. Use of the materials stated above shall be at UDV's discretion and UDV shall be entitled to disclose any of the participant's details for administering the Competition, marketing and research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the applicable law.

Where applicable any data captured during the course of the Competition will be collated, accessed, processed, and stored wholly in accordance with applicable local Data Protection laws and Regulations.

### Disqualification and Termination

20. The Competition is offered at the sole discretion of UDV and UDV reserves the right, to amend or vary these terms and conditions or to suspend/amend/terminate the Competition at any time.
21. UDV reserves the right to disqualify any contestant if they supply untruthful, inaccurate or misleading personal details and/or information, have failed to abide by the Rules and/or are in breach of the terms hereof.
22. UDV reserves the right to disqualify any participant if they are deemed to be acting outside the spirit of the competition and its decisions shall be final.
23. In case any of these circumstances arise, notice shall be given by UDV the Baileys Social Media Kenya pages. The notice shall be effective immediately or on such date as shall be set out in such notifications.
24. UDV reserves the right to terminate any participant's participation in the Competition upon: -
  - a. Detection of fraud or attempted fraud relating to the participant or their registration; or
  - b. Breach of any of these terms and conditions; or
  - c. Such circumstances as may be determined by UDV acting reasonably.
25. If participation in the Competition is terminated under any of the circumstances set out above, the participant shall lose the right to participate in the competition. In addition, UDV reserves the right to take appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in pursuing such action.

### Other Terms

26. All queries should be directed to the Baileys Social Media Kenya pages.
27. UDV, upon notification, reserves the right to amend and adjust the Competition format and/or timings as it deems fit.
28. UDV, reserves the right to amend the competition prize as it deems fit at any point in the Competition.
29. UDV does not require you to send money, airtime or mobile money funds in order to participate or claim any prize in this Competition, and UDV shall not be liable for any losses or other damage incurred by any person who does not heed this caution.
30. Although UDV has used reasonable efforts to ensure that all information and materials relating to the Competition are accurate, UDV shall not be liable for any inaccuracy or errors in such information and/or material. UDV, its agents and sub-contractors shall also not bear responsibility for any loss or damage to a participant, whether caused by self or any third party, arising from: -
  - a. matters outside the control of UDV, its agents and sub-contractors including but not limited to force majeure events such as acts of God, epidemics, government and regulatory restrictions computer viruses, power outages, etc.;
  - b. any technical failure or malfunction or any other problem with any machine, telephone network or system, service provider software or otherwise which may result in missing characters in the Competition packs, any entry being lost or not properly received, registered or recorded;
  - c. any unforeseen defects in Competition materials supplied or manufactured by third parties including but not limited to labels and crowns; and
  - d. Any acts of negligence by the employees of UDV, or any other service providers involved in this Competition or their agents, associates and contractors.

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- e. All errors and/or omissions related to this Competition and/or Competition products should be reported in writing to UDV within 7 days of discovery of the error or omission. UDV does not warrant that all errors and omissions can be resolved to the satisfaction of participants, or at all and therefore errors and omissions are exempted.
31. UDV shall not be liable to a participant for any monetary loss, theft or damage. Without limitation UDV is not liable to a participant for any direct or indirect loss, damage or expense regardless of whether the same arose from negligence, breach of contract, bodily injuries, destruction of equipment or otherwise, and regardless of whether UDV has any control over circumstances giving rise to the claim or not.
32. UDV excludes all liability to a participant for loss of profit, revenue goodwill or business reputation or special, consequential, punitive or exemplary loss or damage arising out of or in connection with the Competition.
33. UDV accepts no responsibility for the failure of any third parties to fulfill their contractual obligations in relation to a Competition.
34. The participants shall release and hold UDV free and harmless from liability excluded under these terms and conditions.
35. Any persons attempting to make false claims shall be prosecuted. Prizes shall not be transferable to third parties and they shall not be exchanged for other prizes.
36. All updated Terms and Conditions shall be available for inspection on the Baileys Social Media Kenya pages. It is the responsibility of the participants to review these Terms and Conditions. The participant's continued participation in this Competition shall be deemed to be the participant's acceptance of any changes to these Terms and Conditions.
37. In the event of any inconsistency between these Terms and Conditions and any terms and conditions printed or displayed on any marketing materials published or broadcast in any media (such as but not limited to the internet, television, radio, newspaper, magazines etc) relating to the Competition, the terms contained in these Terms and Conditions shall prevail.
38. If any term or provision of these Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Terms and Conditions shall not be affected.
39. These terms and conditions are subject to interpretation by UDV and any questions or disputes shall be resolved amicably by UDV and the participant through a mediation process.
- Governing Law & Amendments**
40. This Competition is organized under and governed by the laws of Kenya.
41. These Terms and Conditions are valid during the competition period and thereafter in connection with the issuance of Prizes unless earlier amended by UDV