

UDV (KENYA) LIMITED “DANDIA BONUS NA KAQUARTER” NATIONAL CONSUMER PROMOTION

TERMS AND CONDITIONS

TERMS OF ENTRY

The following terms and conditions apply exclusively to the aforementioned promotion and all participants in the promotion are deemed to have read, understood and accepted the same:

Eligibility

1. This Promotion is restricted to Kenyan residents above the age of eighteen (18) years only. Proof of age shall be required prior to redemption of any prize.
2. Employees of East African Breweries Limited Group of companies (KBL, UDV, EAML, SBL, UBL) its distributors and stockists, bar owners and bar staff, Smart Printers Ltd, K.K Security, IMS Ltd, Skanem Inter Labels Africa, J. Walter Thompson, Scanad, Ogilvy Ltd, KPMG Advisory Services Limited and any other supplier or third party directly involved with providing services during this Promotion and their immediate families are not eligible to participate in the Promotion. Each 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 or in consultation with KPMG Advisory Services Limited and BCLB and such winners shall be disqualified.

Promotion Period

4. The Promotion is open to all consumers who purchase any 250ml of either of the following participating brands (Kenya Cane Smooth, Chrome Vodka Original, Mr Dowell’s, Captain Morgan Gold, Kane Extra, Red Star, Orijin AHS, V&A Sherry and Triple Ace Vodka). The promotion shall run from 13th August 2020 to 2nd December 2020.
5. UDV, in conjunction with the Betting Control and Licensing Board (BCLB) reserves the right to change the promotional dates as it deems fit. Decisions made by UDV in consultation with BCLB shall be final and binding.

How to Participate

6. To enter the promotion, consumers shall be required to purchase any 250ml of either of the participating brands (Kenya Cane Smooth, Chrome Vodka (Original), Mr Dowells, Captain Morgan Gold, Kane Extra, Red Star, Orijin AHS, V&A Sherry and Triple Ace Vodka), scratch the panel on the label to find a 7-character alphanumeric code. This code on its own does not guarantee a participant anything in return.
7. Participants shall be required to submit the 7-character alphanumeric code found under the scratch panel to a mobile short code number 29884, via SMS. Each code submission shall be valid for one (1) entry only and the SMS sent shall be charged at the prevailing network subscriber rates. (Safaricom, Airtel, & Telcom).
8. On entry into the promotion, the participant will be required to enter their ID Number onto the mobile platform for purposes of confirming that the participant is over the age of 18 years, in line with legal and regulatory requirements. In addition to this, participant shall be required to submit additional information including, but not limited to, name, age and region of participation.
9. Participants are limited to two SMS entries per day. Each entry shall entitle a participant to a chance to enter into draws where they can win Kshs. 250 in cash or Kshs.50 in airtime in daily prizes or up to Kshs. 50,000 in weekly regional draws.
10. In the event that a participant sends a code that is a guessed code or mistypes the 7-digit alphanumeric code found on the scratch panel; the participant will receive a regret message to inform them that the 7-digit code on the scratch card is invalid.
11. In the event that a participant sends a code from the scratch card that was intended for use in the previous promotions, the participant will receive a regret message saying the 7-digit code on the scratch card is invalid as it is from the previous promotion.
12. In the event that a participant sends a 7-character alphanumeric code on the scratch panel, which has already been sent to the Promotion short code 29884, the participant shall receive a regret message stating that the code on label has already been used.
13. A unique number shall:
 - a. Be entitled to two eligible entries daily; and
 - b. A maximum of fourteen eligible entries weekly.Any additional entries beyond the maximum entries will not be eligible.
14. Participants can opt out of the Promotion by sending an SMS stating the word “stop” to 29884. You shall receive a message confirming that you have been de-registered from the promotion. Upon

deregistration, you shall not be eligible to win prizes in the Promotion.

Prizes

15. There will be daily regional cash winners of Kes.250 and Kes.150 and daily regional winners of airtime worth Kes.50. The nature and the number of prizes to be awarded may be varied by UDV in consultation with BCLB.
16. All winners will be randomly selected, and cash winners will receive their prizes via mobile money.
17. Airtime winners will receive their prizes through airtime vouchers to be sent via SMS.
18. UDV gives no warranties on the prizes. Winners agree to accept the prizes on an “as is” basis. Subject to any applicable laws, the participants agree to indemnify UDV against any damages that anyone may suffer as a result of the prize(s) or this Promotion including consequential and economic loss.

Draws and Selection of Winners

19. Systems and controls around the selection of the winners have been validated by KPMG Advisory Services Limited, an independent audit firm.
20. UDV in consultation with BCLB may select additional reserve winners to replace any winners of any of the prizes who may have been disqualified.
21. After selection of winners is done, the decisions made on the same including reward of prizes by UDV shall be final and binding.
22. Prizes are redeemable in Kenya only and are not transferable.
23. 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.
24. In the event that there are any taxes applicable to the prizes, UDV shall deduct the same from the price and remit to the tax collection agency. The winners shall be presented with withholding tax certificates where applicable.

Notification of Prize Winners

25. The winner will be notified and contacted directly through an SMS. 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.
26. Winners of the various prizes shall be informed in accordance with the guidelines stipulated in these terms and conditions and the decisions made on the same by UDV shall be final and binding.
27. Winners of cash prizes will have payment transmitted to their phone through mobile money transfer services. In the event that the owner of the phone number and the user of the phone number are distinct and subject to the provision of sufficient proof, the applicable prize shall only be awarded to the owner of the phone number and not the user of the phone number.
28. The award of prizes for the “Dandia Bonus na KaQuarter” promotion shall be subject to the authentication of such information as shall be considered suitable for verification by UDV. UDV and BCLB shall not entertain claims made after the expiry of said forty-eight (48) hours and any decision made on the same by and UDV shall be final and binding.
29. Winners who are not registered with any mobile money service providers will be notified through SMS to collect their cash prizes from the respective mobile money agents within seven (7) days as stipulated by Communications Commission of Kenya regulations. Failure to do so will lead them to forfeiting their prize.
30. UDV will not be liable for any delays brought about by failure of mobile telephone networks and mobile money transfer systems, failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability, or for traffic congestion or unauthorized human acts.
31. UDV shall not accept liability where a winner for one reason or another cannot access their airtime once it has been sent to them e.g. where the mobile network has suspended the recipient’s account, or if they are not accessible via the mobile service.
32. If the winner cannot prove they are above 18 years of age, the prize shall be forfeited, and another winner selected.

Use of Personal Data

33. By participating in this Promotion, you are deemed to have granted UDV the right to contact you for further information.
34. By participating in the Promotion, all winners of the prizes shall be deemed to have granted UDV during the promotion and within three months after the end of the promotion the right 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) for information, advertising and promotional 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 without any additional consideration.

35. All the ownership and intellectual property rights in the footage and visuals taken of any participant, his/her family and surrounding on lookers is and shall at all times remain the sole property of UDV.
36. 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 Promotion, marketing and research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the law.

Disqualification and Termination

37. The Promotion 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 Promotion at any time. Any amendment to these terms and conditions will be published on the East African Breweries Limited website at www.eabl.com.
38. In case any of these circumstances arise, notice shall be given by UDV through media advertisements. The notice shall be effective immediately or on such date as shall be set out in such notifications.
39. On termination of this Promotion for any reason not attributable to the participants, the participants shall be required to redeem their prizes within three (3) months after the termination date.
40. UDV reserves the right to terminate any participant’s participation in the Promotion or their registration 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 circumstance as may be determined by UDV acting reasonably

41. If participation in the Promotion is terminated under any of the circumstances set out in clause 40 above, the participant shall lose the right to redeem his/her prize and the same shall be deemed to have been forfeited. 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

42. This competition remains subject to the provisions of the Betting Lotteries and Gaming Act (Cap 131 Laws of Kenya) 1991, and all other applicable laws. Any disputes arising hereunder shall in the first instance be resolved in accordance with the aforementioned provisions.
43. All queries should be directed to the Customer Care Helpline number 0721985566; available from 8:00a.m to 5:00 pm.
44. UDV, upon notification, reserves the right to amend and adjust the promotion format and timings as it deems fit.
45. UDV, reserves the right to amend the competition prizes as it deems fit at any point in the promotion.
46. UDV does not require you to send money, airtime or mobile money funds or any other consideration in order to participate or claim any prize in this Promotion, and UDV shall not be liable for any losses or other damage incurred by any person who does not heed this caution.
47. Although UDV has used reasonable efforts to ensure that all information and materials relating to the promotion 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 pandemics, government and county regulations, acts of God, 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 promotional packs, any entry being lost or not properly received, registered or recorded;
 - c. Any unforeseen defects in promotional 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, KPMG Advisory Services Limited, BCLB or any other service providers involved in this Promotion or their agents, associates and contractors.

e. All errors and/or omissions related to this promotion and/or promotional 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.

f. Any award of a prize made to a person whom the participant alleges to be the wrong person and

48. UDV shall not be liable to a participant for any monetary loss 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 or otherwise, and regardless of whether UDV and BCLB has any control over circumstances giving rise to the claim or not.
49. 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 promotion.
50. UDV accepts no responsibility for the failure of any third parties to fulfill their contractual obligations in relation to a promotion.
51. The participants shall release and hold UDV free and harmless from liability excluded under these terms and conditions.
52. 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.
53. All updated Terms and Conditions shall be available for inspection on the www.eabl.com website. It is the responsibility of the participants to review these Terms and Conditions. The participant’s continued participation in this Promotion shall be deemed to be the participant’s acceptance of any changes to these Terms and Conditions.
54. 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 Promotion, the terms contained in these Terms and Conditions shall prevail.
55. 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.
56. These terms and conditions are subject to interpretation by UDV and any questions or disputes shall be resolved by UDV and BCLB and the decisions reached thereafter shall be final.