

## Terms and Conditions | GUINNESS MATCHDAY PREDICT AND WIN NATIONAL COMPETITION

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

KPMG clause proposal	KBL comments
<p><b>1. Eligibility</b></p> <p>1.1 This competition 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.</p> <p>1.2 Employees of East African Breweries PLC Group of companies (KBL, UDV, EAML, SBL, UBL) its distributors and stockists, bar owners and bar staff, Interactive Media Services Limited, KPMG Advisory Services Limited, Ogilvy Limited, YDX, Saracen, Digi Tribe 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 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.</p> <p>1.3 Kenya Breweries Limited (KBL) in consultation with Betting Control and Licensing Board (BCLB) reserves the right to seek verification of eligibility to enter and receive a prize under these Terms &amp; Conditions. If, in KBL's reasonable opinion, a winner is found to be ineligible, KBL reserves the right to require the return of any prize already awarded, at its sole discretion in consultation with BCLB and as such, the winner will be disqualified.</p>	
<p><b>2. Competition period</b></p> <p>2.1 The competition will run from 1<sup>st</sup> December to 31<sup>st</sup> March 2025 ("Competition period") and Renewed after the three months as the English premier League Period ends 31<sup>st</sup> May 2025</p> <p>2.2 KBL in conjunction with the Betting Control and Licensing Board reserves the right to change the competition dates as it deems fit. Decisions made by KBL in consultation with BCLB shall be final and binding.</p> <p>2.3 The competition is open to all consumers who purchase any of the following Guinness™ products including Guinness FES, Guinness Draught, Guinness Smooth RGB or cans in the 500ml or 300ml format.</p>	
<p><b>3. How to participate in the competition</b></p> <p><b>a) In-bar Matchday minute competition</b></p> <p>3.1 To enter the competition, a consumer will be required to dial the USSD short code *227# via their mobile phone and enter an alphanumeric code (outlet code) that is unique to a participating bar or outlet. This code on its own does not guarantee a participant anything in return.</p> <p>3.2 On entry of the outlet code, first time participants will be required to select the specific official football match they are interested in and randomly select a free Matchday minute between 1 and minute 90. The matchday minute represents a goal scoring minute within the specified official football match.</p> <p>3.3 For subsequent attempts after redemption of the free Matchday minute, consumers will be required to purchase any of the participating Guinness™ products at the participating bar or outlet via mobile money.</p> <p>3.4 The cost of participating Guinness™ products will be at prevailing prices in the participating bar or outlet.</p>	



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- 3.5 On successful purchase of any of the participating Guinness™ products, the consumer will receive a confirmation payment message that will be redeemable for a Matchday minute.
- 3.6 To redeem the matchday minute, the consumer will be required to redial \*227# and select their preferred official football match and their matchday minute between 1 and 90 from the menu.
- 3.7 Each successful prediction will earn the consumer 3 points and a chance to win exciting prizes in-bar.
- 3.8 The cost of dialling \*227# will at prevailing operator charges for all mobile network subscribers (Safaricom, Airtel & Telkom).
- 3.9 Participants shall be solely responsible for the content keyed during each session in connection with this competition and KBL shall not be liable in any manner in relation to any content sent in error or by mistake by the participant in connection with this competition.
- 3.10 If a participant fails to submit correct responses to the questions in 3.1 above when prompted, they will receive an 'invalid' response message.
- 3.11 If a participant fails to respond to the prompts within 10 seconds, the session will be terminated, and the consumer will be required to redial \*227# at their own cost.
- 3.12 A consumer can only purchase two matchday minute per official football match. If a consumer attempts to buy a Matchday minute more than twice in an official football match, the consumer will be notified that they have exceeded their attempts.
- 3.13 Selection of the Matchday minute must be completed within the first 75 minutes of the selected official football match duration. Any attempts after the 65 minutes to commit a Matchday minute will be invalidated. KBL will not entertain claims on redemption of the Matchday minute after the lapse of the 75 minutes.
- 3.14 KBL in conjunction with BCLB reserves the right to amend this mechanic as it deems fit. Any decisions made by KBL in consultation with BCLB will be final and binding.
- 3.15 Subject to sections 4 & 9 of these terms and conditions, all participants who successfully predict goals are eligible to participate in the grand draw.
- b) Guinness 'clean sheet' trivia competition**
- 3.16 To participate, 11 consumers 'spotted' drinking Guinness™ products by an in-bar emcee will be requested to participate in a trivia competition.
- 3.17 Consumers who agree to participate will be required to sign a form of discharge, accepting the terms and conditions of the competition and register by providing their Name, ID number and phone number.
- 3.18 A participant is required complete the registration process to participate in the trivia competition.
- 3.19 After successful registration, the 11 participating consumers will be asked a series of random football trivia questions by the emcee.
- 3.20 Each participating consumer's responses will be recorded for purposes of tallying. The consumer who will answer the greatest number of questions correctly will be deemed to be the winner among the 11 participants.
- 3.21 In the event there is a tie for first place, the affected participants will be invited to a 'quick-fire' session, administered by the emcee, to break the tie.
- 3.22 Participation in the in-bar trivia competition is voluntary. Consumers can refuse to participate without consultation.

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<p>3.23 Winners of the in-bar trivia stand a chance to win exciting prizes.</p> <p>3.24 KBL in conjunction with BCLB reserves the right to amend this mechanic as it deems fit. Any decisions made by KBL in consultation with BCLB will be final and binding;</p>	
<p><b>4. Opting out of the competition</b></p> <p>4.1 Participants can opt out of the competition Dialling *227# and choosing the opt You will receive a message confirming that you have opted out of the competition. Upon opting out, you will not be eligible to win prizes in the competition.</p> <p>4.2 Participants in the 'Guinness cleansheet trivia' competition can opt out of the competition by notifying the gamemaster, who will isolate the contestant's release form for destruction.</p> <p>4.3 Upon opting out, a participant will not be eligible to win prizes in the competition;</p>	
<p><b>5. Prizes</b></p> <p>5.1 By entering the in-bar Matchday minute or the Guinness 'clean sheet' trivia competition, participants stand a chance to win:</p> <ul style="list-style-type: none"> <li>a) Guinness™ products redeemable in specific bars or outlets.</li> <li>b) Exciting Guinness™ merchandise; and</li> <li>c) A chance for to win a travel kitty to a select location in the UK to watch one of the premier league matches.</li> </ul> <p>5.2 Prizes are redeemable in Kenya only and are not transferable. All in kind prizes (prizes under sections 5.1(c)) are not redeemable in cash.</p> <p>5.3 All prizes shall be handed over to successful consumers in participating bars or outlets.</p> <p>5.4 For prizes that are uncollected, they will be reconciled and reported to BCLB every month.</p> <p>5.5 Travel to the UK will be scheduled on such dates as shall be agreed with the winners and must be redeemed within 3 months after the end of the competition.</p> <p>5.6 The nature of prizes to be awarded and the number of prizes to be awarded may be varied by KBL in consultation with BCLB.</p> <p>5.7 All prizes are redeemable within 3 months after end date of competition. Prizes are deemed to have been forfeited if uncollected 3 months after the end of the competition.</p> <p>5.8 KBL 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 KBL against any damages that anyone may suffer as a result of the prize(s) or this competition including consequential and economic loss or any special, indirect, incidental, consequential or any other damage whatsoever and howsoever arising out of or in connection with this competition. Any winning participant who does not take up the prize will be deemed to have forfeited the prize and KBL will not have any further liability on the matter.</p>	
<p><b>6. Selection of Winners</b></p> <p>6.1 Winners of the in-bar Matchday competition under 3(a) above will be selected through a point tally process, that is computed by a Matchday system. A participating consumer who has accumulated the highest number of points will be deemed the winner of the In-bar match-day competition.</p>	

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<p>6.2 Winners of the Guinness 'clean sheet' trivia competition under 3(b) above will be selected through a point tallying process facilitated via a 'clean sheet' trivia system.</p> <p>6.3 Both systems have been reviewed by KPMG Advisory Services Limited, an independent audit firm.</p> <p>6.4</p> <p>6.5 KBL in consultation with BCLB may select and reserve additional reserve winners whose details will be submitted to BCLB to replace any winners who are unreachable, unavailable, disqualified or unable to travel to the UK.</p> <p>6.6 The Selection of the winners for the Matchday Minutes will be based on the Point system hence the replacement winner will be the winner with the next highest points.</p> <p>6.7 For the Clean sheet Winner, as this is now Digital, and point based the next winner will be based on the Participant with the next Highest Points.</p> <p>6.8 The Winner Data will be stored for reference for the campaign period by IMS and YDX with Validation by KPMG</p> <p>6.9 After selection of winners is done, the decisions made on the same including reward of prizes by KBL shall be final and binding.</p> <p>6.10 The award of all winning prizes shall be subject to the authentication of the identity of a short-listed candidate or winner through the following proof of identification: -</p> <ul style="list-style-type: none"> <li>a) Original National Identification Card; or</li> <li>b) Original Passport</li> </ul> <p>6.11 In the event that there are any taxes applicable to the prizes, KBL 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.</p>	

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- 7.1 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 KBL shall be final and binding.
- 7.2 The Matchday winner of the trip to the UK will be notified via a call from 0721985566.
- 7.3 Winners will be notified through a phone call 0721985566. For the avoidance of doubt missed calls and calls diverted to voicemail will not be deemed to have been awarded for purposes of the competition. Winners who are unreachable after 96 hours after selection are deemed to have forfeited their prizes.
- 7.4 The award of prizes for the competition shall be subject to the authentication of such documentation as shall be considered suitable for verification by KBL or by a selected agent including but not limited to any of the following: -
- a) Proof of identification: original National Identification Card or original Passport within ninety-six (96) hours from the notification of winners. KBL and BCLB shall not entertain claims made after the expiry of said ninety-six (96) hours and any decision made on the same by and KBL shall be final and binding.
  - b) Confirmation of winner details provided to KBL against the information submitted by participant on entry into the competition.
- 7.5 The UK travel kitty shall cover the cost of purchase of a travel visa, logistics from and to the winners' residence, airport transfers, and accommodation on a full board basis, a London Tour for a day and a visit of the Emirates Stadium. Other conditions that will apply are as follows:
- a) The trip shall not include travel insurance neither shall it cover any incidental costs incurred by the winner. It is the responsibility of the prize winner to ensure they have valid travel documents and travel insurance.
  - b) Whereas the cost of purchasing the travel visa has been catered for, KBL gives no warranties on the success of the visa application process. The winner is responsible for their own application process.
  - c) The trip must be completed within three (3) months after the Competition period, or the prize will be forfeited.
  - d) Once issued, bookings are non-transferable and may not be reissued once travel has commenced.
  - e) Open bookings may not be issued, and stopovers are not permitted.
  - f) The winners shall not engage in any conduct that would bring disrepute to KBL.
  - g) KBL shall not be held liable for winners who fail to return to their residences.
  - h) Accommodation and travel are subject to booking, accommodation and logistics (air, rail or road) availability. Once booked, any changes made to the booking may incur a cancellation fee or amendment fee, at the cost of the prize winner. The prize shall be subject to any prevailing terms and conditions of the accommodation or travel (as applicable), and in particular, health, behaviour, age and safety requirements.
  - i) No compensation will be payable if the winner is unable to use any element of the prize as stated for whatever

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<p>reason, including lack of participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited.</p> <p>j) The travel kitty to the UK non-transferable, non-exchangeable and shall under no circumstances be redeemed for cash or a cash equivalent; and</p> <p>k) KBL in consultation with BCLB reserves the right, at its sole discretion to compensate the Amazing Kenyan travel experiences winners who will for any reason not be able to travel but participated in the process. This will be a token of appreciation and not a cash equivalent of the trip.</p> <p>7.6 KBL 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.</p>	
<p><b>8. Use of personal data</b></p> <p>8.1 By agreeing to participate in the competition you are deemed to have granted KBL permission to contact you for further information between 15<sup>th</sup> November 2024 to 31<sup>st</sup> August 2025.</p> <p>8.2 By participating in this Competition, you are deemed to have knowledge of and consent to the following:</p> <p>a) The collection, processing, transfer and retention of your personal data for purposes of administering this competition Including but not limited to use of winners' pictures for promotional purposes.</p> <p>b) KBL may use participants personal information for reasonable commercial purposes such as;</p> <ul style="list-style-type: none"> <li>• to communicate with through SMS about our products, or upcoming marketing activities and those of our subsidiaries, affiliates, and/or any of their related businesses. Participants have the right to opt-out at any time from receipt of further marketing communications by writing to us or by following the opt- out guidelines on any marketing message sent to you.</li> <li>• for marketing analysis, for example, to assess trends amongst our consumers and what people are saying about our products, to evaluate the impact and effectiveness of our marketing campaigns and</li> </ul>	

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<p>promotions. You have the right to opt-out at any time from receipt of further marketing communications.</p> <p>8.3 KBL has put in place technical and operational measures to protect your information from unauthorised access, accidental loss, or destruction. Any disclosure of information shall be in accordance with applicable laws and regulations.</p> <p>8.4 By participating in the competition, all winners of the prizes shall be deemed to have granted KBL during the competition and within three months after the end of the competition the right to use their full names, photos, video footage and other details in such media as KBL 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 KBL on such terms, as KBL may require without any additional consideration;</p> <p>8.5 All information, content and materials displayed on or used in connection with the competition including all text, articles, editorials, advertising, images photographs, audio, and video (collectively, the 'Content'), is the property of KBL and its licensors. Save as permitted under the law and/or with the written consent of KBL, no one shall reproduce, publish, display, adapt, perform, cause to be seen or heard in public, broadcast and communicate to the public and/or otherwise deal in the content by any means and/or in any media;</p> <p>8.6 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 KBL; and</p> <p>8.7 Use of the materials stated above shall be at KBL's discretion and KBL 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 law.</p>	
<p><b>9. Disqualification and termination</b></p> <p>9.1 The competition is offered at the sole discretion of KBL and KBL reserves the right, subject to any discretion from BCLB, to amend or vary these terms and conditions or to suspend/ amend/ terminate the competition at any time. These terms and conditions will be published on the East African Breweries PLC website at <a href="http://www.eabl.com">www.eabl.com</a>. and printed on the local national newspaper.</p> <p>9.2 In case any of these circumstances arises, notice will be given by KBL through media advertisements. The notice will be effective immediately or on such date as shall be set out in such notifications.</p> <p>9.3 On termination of this Competition for any reason not attributable to the participants, participants will be required to redeem their prizes within three (3) months after the termination date.</p> <p>9.4 KBL reserves the right to terminate any participant's participation in the competition or their registration upon:-</p> <ul style="list-style-type: none"> <li>a) Detection of fraud or attempted fraud relating to the participant or their registration; or</li> <li>b) Breach of any of these terms and conditions; or</li> <li>c) Such circumstance as may be determined by KBL and BCLB acting reasonably.</li> </ul> <p>9.5 If participation in the Competition is terminated under any of the circumstances set out above, the participant will lose the right to redeem his/her prize and the same out the prize will be</p>	

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<p>deemed to have been forfeited. In addition, KBL reserves the right to take appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in pursuing such action.</p>	
<p><b>10. Other terms</b></p> <p>10.1 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.</p> <p>10.2 All queries and/or complaints should be directed to the Customer Care Helpline number 0721985566; available in the current business operating hours (8:AM to 5:PM).</p> <p>10.3 KBL upon notification and approval by BCLB, reserves the right to amend and adjust the competition format and timings as it deems fit.</p> <p>10.4 KBL does not require participants to send money, airtime or mobile money funds or any other consideration in order to participate or claim any prize in this Competition, and KBL shall not be liable for any losses or other damage incurred by any person who does not heed this caution.</p> <p>10.5 Although KBL has used reasonable efforts to ensure that all information and materials relating to the competition are accurate, KBL shall not be liable for any inaccuracy or errors in such information and/or material. KBL 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:-</p> <ul style="list-style-type: none"> <li>a) matters outside the control of KBL, its agents and sub-contractors including but not limited to force majeure events such as acts of God, computer viruses, power outages, etc.</li> <li>b) any acts of negligence by the Employees of KBL, KPMG Advisory Services Limited, or any other service providers involved in this Competition or their agents, associates, and contractors.</li> <li>c) any unforeseen defects in promotional materials supplied or manufactured by third parties including but not limited to labels and crowns.</li> <li>d) Any award of a prize made to a person whom the participant alleges to be the wrong person; and</li> <li>e) Reliance upon any omission, inaccurate information or statement concerning any matter whatsoever relating to the participant or to KBL, or any other matter whatsoever.</li> </ul> <p>10.6 All errors and/or omissions related to this competition and/or promotional products should be reported in writing to KBL within 7 days of discovery of the error or omission. KBL 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.</p> <p>10.7 KBL shall not be liable to a participant for any monetary loss or damage. Without limitation KBL 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 KBL has any control over circumstances giving rise to the claim or not.</p> <p>10.8 KBL 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.</p>	



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<p>10.9 KBL accepts no responsibility for the failure of any third parties to fulfil their contractual obligations in relation to the competition.</p>	
<p>10.10 The participants shall release and hold KBL free and harmless from liability excluded under these terms and conditions.</p>	
<p>10.11 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.</p>	
<p>10.12 All updated Terms and Conditions shall be available for inspection on the <a href="http://www.eabl.com">www.eabl.com</a> 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.</p>	
<p>10.13 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.</p>	
<p>10.14 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; and</p>	
<p>10.15 These terms and conditions are subject to interpretation by KBL, and any questions or disputes shall be resolved by KBL, and the decisions reached thereafter shall be final.</p>	