



REVVISHA NA KCB PROMOTION TERMS AND CONDITIONS

THE AGREEMENT

- This Agreement sets out the specific Terms and Conditions (hereinafter referred to as "the terms" on which KCB Bank Kenya Limited (KCB Bank) seeks to reward its customers during the 2025 World Rally Championship Safari Rally event through the "Revvisha na KCB Promotion" hereinafter referred to as "the Promotion".
 - The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Bank once accepted by both parties.
 - "We," "our," and "us," means the Bank and includes its successors in title and assigns.
 - "You" or "your" means the Customer and includes your personal representatives and heirs.
 - Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
 - Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.
- Please read these Terms carefully before you participate in the Promotion. By participating in the Promotion, you will be deemed to have read, understood, and accepted all the Terms and Conditions herein below. You acknowledge and agree to be bound by these Terms. You are deemed to have read, understood and accepted all the conditions set out in these Terms, as may be amended, modified or supplemented from time to time.
- These Terms supplement and are to be read together with:
 - our General Account Opening Terms and Conditions. Copies of KCB Bank's General Terms and Conditions are available on the Bank's website <https://ke.kcbgroup.com/terms-and-conditions> or upon request at any of the Bank's branches.
 - the terms and conditions governing the specific Product or Service offered by us alone or by us together with third parties ("Specific Terms"); and
 - the terms and conditions of any other document or agreement governing your relationship with us as may be amended, modified or supplemented from time to time (together, the "Other Terms").
 - the Data Privacy Statement available at <https://ke.kcbgroup.com/data-privacy-statement>, in effect from time to time.
- These Terms and any amendments or variations thereto take effect on their date of publication.

5. Definitions

In these Terms, the following words and expressions (save where the context requires otherwise) bear the following meanings:

- "Alerts" means the customized messages sent to the customer over their mobile phone as short messaging service (SMS) in response to triggers sent by the customer.
- "Bank" means KCB Bank Kenya Limited company incorporated under the Companies Act licensed under the Banking Act to provide banking and financial services in the Republic of Kenya, whose address is care of post office Box Number 48400-00100, Nairobi including but not limited to its successors in title and permitted assigns (whether immediate or derivative).
- "Business Day" means the hours in a day when the Bank is generally open for all classes of business and transactions, as may be determined by the Bank, in respect of each of the Bank's Branches from time to time not being a Sunday or a Public Holiday.
- "Close of Business" "COB" means the end of a business day.
- "Customer", means the person in whose name the KCB Account with the Bank is existing.
- "Deposit" shall constitute moving money from outside KCB into KCB via any of the 4 channels; KCB Bank Agent, KCB ATM, or any KCB Bank Kenya Branch.
- "Equipment includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access mobile Network and enables you to receive Alerts from the Bank
- "IPRS" means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons.
- "KCB Account" means a Personal Account opened and operated by a customer which includes and is not limited to savings, current, transactional but shall not include the following accounts; Advantage, Platinum, Corporate, SME, Mpesa Agents)
- "KCB Goal Savings Account" means a Personal Savings Account opened and operated by a customer specifically for the purpose of saving towards set financial goals.
- "KCB Payment Channels" means a bank channel which may be used by the customer to deposit funds into their KCB account, and includes KCB paybill, KCB Bank Agent, KCB ATM, or any KCB Bank Kenya Branch.
- "Personal Information" means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number and location data.
- "Promotion" refers to the Revvisha na KCB Promotion where KCB Bank Kenya Limited (KCB Bank) seeks to reward its customers during the 2025 World Rally Championship Safari Rally event.
- "Reward" shall mean and may include cash and other tangible and intangible prizes that shall be awarded to a Winner.
- "Services" shall include any form of Banking services or facilities that the Bank may offer you pursuant to this Agreement and as you may from time to time subscribe to and "Service" shall be construed accordingly.
- "Winner" means the selected customer from either of the two categories i.e. Monthly Winner or Grand Prize Winner.
- "Website" means the KCB Group PLC website.

6. Promotion Period

- The Promotion will run from 27th December 2024 – 30th April 2025 or such other extended period as KCB Bank shall in its sole discretion determine ("Promotion Period").

7. Eligibility

- The campaign is open to both new and existing KCB Bank Customers who have opened KCB Goal Savings Accounts with the bank.
- The Customers shall only be eligible to participate in this Campaign on the specified days and within the Promotion Period.
- KCB Bank staff members, Corporate account holders and M-Pesa agents are not eligible to participate in the Campaign.
- In order to participate in the Promotion you must be:
 - at least 18 years old.
 - have a valid National Identification Card (ID).
- You hereby agree and authorize the Bank to request IPRS for your personal information held by IPRS pursuant to the agreement between you and KCB including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify you and comply with the regulatory "Know Your Customer" requirements (together the "Personal Information").
- You hereby agree and authorize the Bank to obtain and procure your Personal Information contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Bank.
- You hereby further acknowledge and authorize the Bank to verify your Personal Information received from You pursuant against the information received from the Government of Kenya in your respect as contained in the IPRS.
- You consent to the use of your information submitted. We process information about you in accordance with our Privacy Policy.
- The Promotion will be highlighted on the KCB Website <https://ke.kcbgroup.com> and all KCB Group social media platforms (Facebook, Instagram, X, TikTok, LinkedIn).
- A customer will only be eligible to win once under the monthly category.

8. How to Participate in the Campaign

- You must have a funded KCB Goal Savings Account to be eligible to participate.
- For new KCB customers, you will need to:
 - Open a KCB Goal Savings Account and deposit Kshs. 5000.
 - Deposit/ Fund the Account opened above with a minimum of Kshs. 2,500 per month from the point of joining the Promotion.
- For existing KCB customers, you will need to;
 - Deposit/ fund the existing KCB Goal Savings account with a minimum of Kshs 2,500 per month from the point of joining the Promotion.
- You will Deposit/Fund the KCB Goal Savings account through either, or all of the four channels below:
 - KCB Pay Bill
 - KCB Bank Agents
 - KCB ATM
 - Any of the KCB Branches in Kenya.
- You will receive an SMS from the Bank notifying you of the Promotion.

9. Opting out of the Promotion

- You can opt out of the Promotion, by sending an SMS stating the word "stop" to the designated code.
- You shall receive a message confirming that you have been de-registered from the promotion. Upon deregistration, the consumer shall not be eligible to win prizes in the Promotion.
- If a consumer decides to participate in the promotion after opting out, they will be required to re-register.

10. Prizes

- There shall be two categories of winners.
 - 10.1.1 Monthly Winner**
 - Monthly Prizes will be given out each month from January 2025 to April 2025, winners will be pulled out on the 3rd week following the end of the previous month:
 - Monthly prizes will be as follows:
 - January 2025: 50 winners of School Fees worth KShs 50,000 each
 - February 2025: 14 winners of dinner for 2 worth KShs 14,000 each
 - March 2025: 50 winners of Fuel Voucher worth KShs 10,000 each
 - April 2025: 30 winners of Mbuzi worth KShs 15,000 each
 - Winners will receive cash into their KCB Goal Savings account.
 - 10.1.2 Grand Prize Winner**
 - One lucky KCB Goal Savings account holder will win an eighth (1/8) acre of land, located at Kingswood Park, Vipingo in Kilifi County with a current market value of Kenya shillings three million only (Kshs. 3,000,000.00). The winner will be selected through a random draw by KCB Bank, under the supervision of the BCLB.
 - To qualify for the grand prize, customers must:
 - Select "plot purchase" or "house purchase" as their goal purpose.
 - Save a minimum of KES 50,000 by the campaign's end date, April 30, 2025.
 - The winner will be announced on May 6, 2025, after the campaign concludes.

Notwithstanding the provisions on winning outlined above, a monthly winner can only win once over the duration of the Promotion. However, it is possible to win in the monthly and be eligible to win the Grand prize.

10.2 Notification to Winner

- 10.2.1 The winners will be notified via SMS, a call via our KCB Contact Centre numbers 0711087000 or 0732187000 and announced via the KCB Group social media platforms (Facebook, Instagram, X, LinkedIn)
- 10.2.2 KCB Bank will make not less than three (3) call attempts over a forty-eight (48) hour period to contact the Winner. If you do not answer any of the call attempts within the prescribed period and satisfactorily identify yourself, you will be deemed to have forfeited the chance of winning the Reward and KCB Bank will thereafter call the reserve winners selected, as provided in clause 10.2.4.
- 10.2.3 For the avoidance of doubt, missed calls and calls diverted to voice mail will not be deemed to have been answered for purposes of the Promotion.
- 10.2.4 KCB Bank may select additional reserve winners, who shall be the immediate next 10 persons in line after the Winner, to replace any of the Winners who have been disqualified either due to missed call attempts as provided in clause 5.3 or provision of false information or those who decline the Reward.
- 10.2.5 By accepting the Reward, you will be deemed to have granted KCB Bank the right to use and publish your name and picture in such media and public relations campaigns as KCB Bank may choose, for information and promotional purposes within KCB Bank, without any fee, royalty or other compensation.
- 10.2.6 The Reward shall be valid only for a period of 2 weeks subject to which the winner shall be deemed to have forfeited the prize

11 Disqualification and termination

- 11.1 The Promotion is offered at the sole discretion of KCB Bank and KCB Bank reserves the right, to amend or vary these terms and conditions or to suspend/amend/terminate the Promotion at any time.
- 11.2 In case any of these circumstances arise, notice shall be given by KCB Bank through media advertisements and at any of our branches upon request. The notice shall be effective immediately or on such date as shall be set out in such notifications.
- 11.3 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.
- 11.4 KCB Bank reserves the right to terminate any participant's participation in the Promotion or their registration upon:-
- 11.4.1 Detection of fraud or attempted fraud relating to the participant or their registration; or
- 11.4.2 Breach of any of these terms and conditions; or
- 11.4.3 Such circumstance as may be determined by KCB Bank acting reasonably.
- 11.5 If participation in the Promotion is terminated under any of the circumstances set out in this terms and conditions, the participant shall lose the right to redeem his/her prize and the same shall be deemed to have been forfeited. In addition, KCB Bank reserves the right to take appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in pursuing such action.

12. Data Protection & Privacy

- 12.1 KCB Bank is committed to respecting and protecting the privacy of Personal Data. KCB Group Plc Data Privacy Statement ("the Privacy Notice"), as updated from time to time, explains how KCB treats Personal Data, who we share Personal Data with, and measures taken to protect Personal Data.
- 12.2 By participating in the Promotion, you agree to have read and accepted the terms of the Privacy Notice available at [www.kcbgroup.com \(https://ke.kcbgroup.com/data-privacy-statement\)](https://ke.kcbgroup.com/data-privacy-statement) and the consent and authorize KCB, to collect, use, store, disclose, process and transfer your Personal Data between the Bank and affiliates for the purpose of effecting/implementing and administering the promotion in accordance with the Privacy Notice.
- 12.3 By participating in this Promotion, you are deemed to have knowledge of and consent to the following:
- 12.4 the collection, processing, and retention of your personal data for purposes of administering this promotion including but not limited to use of winners' pictures for promotional purposes.
- 12.5 We may use participants personal information for reasonable commercial purposes such as;
- 12.5.1 to communicate 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.
- 12.5.2 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 promotions. You have the right to opt-out at any time from receipt of further marketing communications.
- 12.6 By participating in the Promotion, all winners of the prizes shall be deemed to have granted KCB Bank during the promotion and within 1 year after the end of the promotion the right to use their full names, photos, video footage and other details in such media as KCB Bank 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 KCB Bank on such terms, as KCB may require without any additional consideration.
- 12.7 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 KCB Bank.

- 12.8 You may withdraw your consent to receive electronic communications in the manner described above. Once consent is withdrawn, no further Service will be allowed. The withdrawal of your consent will not affect the legal validity and enforceability of any electronic communications provided or business transacted prior to the withdrawal of your consent.

13. Force Majeure

No party shall have any claim against the other party (the "Affected Party") for any delay or failure by the Affected Party to carry out any of its obligations under these Terms and Conditions arising or attributable to acts of God, fire, epidemic, pandemic, war, terrorism, labour action or unrest, failure of suppliers or contractors, law, government or regulatory requirements, or any other cause whatsoever beyond the control of the Affected Party.

14. Other Terms and Conditions

- 14.1 These Terms and Conditions constitutes the entire agreement between the Parties relating to the Promotion and supersedes all other oral or written representations, understandings or agreements.
- 14.2 These Terms and Conditions and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 14.3 KCB Bank reserves the right at its own discretion to suspend or terminate the Promotion or amend these terms and conditions at any time and without prior notice for any technical or commercial reason. Any amendment to these terms and conditions will be published on the Bank website and/or by any other means as determined by the Bank and shall be effective immediately. Participants are required to keep themselves updated on the terms and conditions of this Promotion.
- 14.4 In the event that there are any taxes applicable to the Reward, KCB will deduct the same and remit to the Tax Collection Agency. The Winner will be presented with Tax withholding Certificates where applicable.
- 14.5 The decision of KCB Bank on all matters relating to this Promotion is final.
- 14.6 No responsibility will be accepted by KCB Bank for 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 unauthorised human act.
- 14.7 Participants are responsible for any and all expenses that they incur in entering the Promotion and that they will not be reimbursed regardless of whether or not they win the Promotion.
- 14.8 KCB Bank accepts no liability for the actions or decisions of the applicants and participants. Acceptance to participate in the Promotion shall be at the discretion of parties involved.
- 14.9 Entering and participating in the promotion shall be deemed to be a full and unconditional acceptance of the terms and conditions of the Promotion. Failure to adhere to these terms and conditions shall result in disqualification from the Promotion and, if necessary, forfeiture of the opportunity to participate.
- 14.10 No failure or delay by either yourself or KCB Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 14.11 No warranty or guarantee is given by KCB in relation to the Promotion. KCB Bank shall not be liable or responsible for any loss, liability, damage or injury suffered or sustained to person or property (including but not limited to, consequential loss) by reason of any act or omission by KCB or its staff or agents in connection with the Promotion.
- 14.12 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.
- 14.13 If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.
- 14.14 If you have any questions regarding the Promotion please contact us in person, in writing, by post, email or by telephone. The following may be used:
SMS number: 22522
WhatsApp number: +254711087087
Telephone: +254 711 087000, +254 732 187000, +254 20 2287000.
Email: contactcentre@kcbgroup.com.
- 14.15 The Bank will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures and, the Bank's Service Charter which is available on request from any Contact Centre. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.
- 14.16 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

15. Governing Laws and Dispute Resolution

- 15.1 The Promotion and these terms and conditions are governed by the Laws of Kenya and any disputes will be subject to the Laws of Kenya.
- 15.2 Unless otherwise provided herein, any and all disputes arising under, pertaining to or touching upon this Promotion or the statutory rights or obligations of either party hereto, shall, if not settled by negotiation, be subject to mediation before an independent mediator selected by the parties.
- 15.3 Nothing in this paragraph shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking or proceedings at one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.