

## **TERMS AND CONDITIONS FOR ‘THE GOAT CHRISTMAS CAMPAIGN 2020’**

The following terms and conditions apply to **THE GOAT CHRISTMAS CAMPAIGN 2020** (the “Campaign”) organized by KCB Bank Kenya Limited (“KCB” or the “Bank”) that seeks to give away cash price equivalent for value of a goat. 2 winners will be selected to receive a goat every week for 4 weeks with each receiving Kes.10,000.00, to purchase a goat during the festive season.

By participating in this campaign, you will be deemed to have read, understood and accepted all the terms and conditions below.

### **1. THE CAMPAIGN PERIOD**

The Campaign will run for 22days from 0000 hours 1<sup>st</sup> December, 2020 to 2359 hours 22<sup>nd</sup> December, 2020 or such other extended period as the Bank shall in its sole discretion determine (“Campaign Period”).

### **2. DETAILS OF THE CAMPAIGN**

2.1 The Campaign seeks to reward KCB account holders having active accounts participate in various challenges that shall be posted by KCB every week via Facebook and/or Twitter platforms.

2.2 The challenges on both Facebook and Twitter platforms will be similar and will be posted concurrently.

2.3 Two winners shall be selected weekly, one from Facebook and one from Twitter, and a reward of Kes.10,000.00 to purchase a goat given to each winner.

### **3. CAMPAIGN ELIGIBILITY**

The Campaign is open to all **active KCB account holders** and those who will open accounts and maintain the accounts as active (both hereinafter referred to as “Active account holder”) during the Campaign Period.

### **4. HOW TO PARTICIPATE IN THE CAMPAIGN**

4.1 The Active account holder shall be required to participate in the weekly challenges set by KCB via Facebook and/or Twitter. One can post as many pictures or videos as they like based on the weekly challenge.

4.2 KCB reserves the right to remove or cancel from participation any content that we deem to be inappropriate or offensive.

## **5. CAMPAIGN REWARD AND NOTIFICATION**

5.1 To win the challenge, the Active account holder must gather the most votes from the general public on Facebook or Twitter on the challenge they participated in.

5.2 The voting shall be closed every Thursday Midnight during the campaign period and the winners of the challenges will be announced every Friday at noon on the KCB Facebook and Twitter pages.

5.3 The winners will also be contacted by KCB via Social Media Direct Messaging on their Social Media Handles and thereafter they will be required to share their KCB account information for crediting of their winnings. The winnings will be credited on the first Monday after the winners have shared their KCB account information.

5.4 The KCB account information must be provided during the campaign period and no later than 22nd December 2020. If you do not provide your KCB account information within the prescribed campaign period, you will be deemed to have forfeited the winnings.

5.5 Winnings will be disbursed by a 3rd Party KCB Service Provider to the winners via KCB Account.

## **6. PRIVACY AND DATA PROTECTION**

6.1 KCB Group Plc and its subsidiaries are required by law to collect certain Personal Data and are legally obligated to deny you the service if such information is not availed. Apart from the legal obligation mentioned above, KCB Group Plc also needs to collect your Personal Data for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

6.2 The participants to the challenges hereby explicitly and unambiguously consents to the collection, use and transfer of personal data, between KCB Group Plc and its affiliates/subsidiaries (including KCB).

6.3 The participants to the challenges consents to receiving notifications, SMS', calls, and other forms of communication from KCB in respect of marketing activities of the promotion.

6.4 KCB is committed to respecting and protecting the privacy of the Personal Data collected from the Customer. KCB Group Plc privacy statement, as updated from time to time, explains how we treat your Personal Data, who we share your Personal Information with and measures taken to protect your privacy when you use our Services. This can be found on KCB Data Privacy Statement at [www.kcbgroup.com](http://www.kcbgroup.com). If unable to access the link or our website, please reach us on any of our customer care channels to receive a copy.

## **7. 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.

## **8. TERMINATION**

Termination of the Promotion will occur upon the lapse of the promotion period or at such earlier or later time as determined by KCB at its sole discretion with or without prior notice yourself.

## **9. EXCLUSION OF LIABILITY**

9.1 In the absence of negligence on its part, the Bank shall not be responsible for any loss suffered by you should the services be interfered with or be unavailable by reason of (a) the failure of any of your equipment, or (b) any other circumstances whatsoever not within the Bank’s control including, without limitation, force majeure, terrorist or any enemy action and adverse weather or atmospheric conditions.

9.2 In the absence of negligence on its part, the Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:

9.2.1 your failure to give proper or complete information about your KCB Account

9.2.2 any fraudulent or illegal use of the services, the system and/or your equipment; or

9.2.3 Your failure to comply with these terms and conditions and any document or information provided by the Bank concerning the use of the system and the services.

9.3 Under no circumstances shall the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind,

howsoever caused, arising out of or in connection with the services even where the possibility of such loss or damage is notified to the Bank.

9.4 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 You acknowledge that the intellectual property rights in the system (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the Bank provides to you through the system or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sublicense the system and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the system and associated documentation without the prior written consent of the Bank.

10.2 You further acknowledge that the videos or photos shared during the campaign are not infringing any proprietary rights and no person holds exclusive rights over the video content and/or photos you share.

10.3 The Bank shall not be liable to infringement on the content that will be shared in our page during the campaign period and the participants to the challenge share their content on their own volition and at their own risk.

## **11. INDEMNITY**

In consideration of the Bank complying with your instructions or requests in relation the KCB Account, you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or Requests or in accordance with these Terms and conditions.

## **12. NOTICES**

The Bank may send information concerning the campaign via Social Media Direct messaging or post them on its Facebook and Twitter pages and will be effective immediately or as at the date referred to such notifications.

### **13. DISPUTE RESOLUTION AND ARBITRATION**

13.1 You may contact the Customer Care Center with the contact information provided in Clause 14.14 of these Terms and Conditions, to report any disputes, claims or discrepancies.

13.2 Any dispute arising out of or in connection with this terms and conditions that is not resolved by Customer Care Centre representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act.

13.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

### **14. OTHER TERMS AND CONDITIONS**

14.1 These Terms and Conditions constitutes the entire agreement between the Parties relating to its subject matter 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 reserves the right, at its own discretion, to amend these terms and conditions, suspend or to withdraw the campaign at any time and without prior notice for any technical or commercial reason.

14.4 These terms and conditions and/or any amendments to them are available at [www.kcbgroup.com](http://www.kcbgroup.com)

14.5 Customers are required to keep themselves updated on the terms and conditions of this Campaign.

14.6 The decision of KCB on all matters relating to this Campaign is final.

14.7 No warranty or guarantee is given by KCB in relation to this Campaign. KCB 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.

14.8 No responsibility will be accepted by KCB 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 unauthorized human act.

14.9 KCB accepts no liability for the actions or decisions of the Active account holder. Acceptance to participate in this Campaign shall be at the discretion of parties involved.

14.10 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

14.11 No undertaking shall be limited or restricted by reference to or interference from any other separate acknowledgment and /or undertaking.

14.12 If any provision or undertaking of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as not affecting the remainder of these Terms and Conditions.

14.13 No failure or delay by either yourself or KCB 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.

14.14 If you have any questions regarding the Campaign please contact us by via our Customer Care contacts on [contactcentre@kcbgroup.com](mailto:contactcentre@kcbgroup.com), +254 711 087000, +254 732 187000, +254 20 2287000

14.15 The Campaign and these terms and conditions will be governed by Kenyan law and any disputes shall be subject to the exclusive jurisdiction of the Kenyan courts at Nairobi.

KCB Bank Kenya Limited is regulated by the Central Bank of Kenya