



INTERNATIONAL MONEY TRANSFER REWARD CAMPAIGN TERMS AND CONDITIONS

1. This Agreement sets out the Specific Terms and Conditions ("Terms and Conditions") pursuant to which KCB Bank Kenya Limited ("KCB Bank") intends to reward its Customers for using the KCB Bank International Money Transfer (IMT) services through its IMT partners (the "IMT Service") (hereinafter referred to as the "Campaign" or "Promotional Campaign").
 - 1.1 The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Bank once accepted by both parties.
 - 1.2 "We," "our," and "us," means the Bank and includes its successors in title and assigns.
 - 1.3 "You" or "your" means the Customer and includes your personal representatives and heirs.
 - 1.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
 - 1.5 Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.
2. Please read these Terms and Conditions carefully before you enroll in the Campaign. By enrolling in the Campaign, you indicate that you accept these Terms and Conditions and that you agree to abide by them.
3. These Terms supplement and are to be read together with:
 - 3.1 The applicable Terms and Conditions for the International Money Transfer service used to result in an Eligible Transaction; and
 - 3.2 The KCB Group Plc Data Privacy Statement available at <https://ke.kcbgroup.com/data-privacy-statement> in effect from time to time.

The Terms and Conditions governing the Campaign are as stipulated herein below.

1. Definitions

- 1.1 "Campaign Period" means the running period of the promotion being 19th October 2024 to 19th January 2025, both days inclusive.
- 1.2 "Consent Forms" means the forms duly completed and signed by the Customer accepting these Terms and Conditions and permitting KCB Bank to specified use of the Customers Personal Data and/or Media and/or authorizing KCB Bank to send marketing and promotional material to the Customer.
- 1.3 "Customer" means both KCB Bank account holders and non-KCB Bank account holders who send to and/or receive money internationally through the IMT Service offered by KCB Bank, during the Campaign Period.
- 1.4 "IMT" or "IMTS" means the International Money Transfer (Service) provided by KCB Bank through its IMT partners.
- 1.5 "KCB Bank" means KCB Bank Kenya Limited, a 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).

- 1.6 “KCB Bank Branch Channel” means a KCB Bank Branch, as approved by its regulator, uses to provide banking services to its customers,
- 1.7 “Personal Data” or “Personal Information” means any information relating to an identified or identifiable natural person, as detailed in the KCB Data Privacy Statement available at <https://ke.kcbgroup.com/data-privacy-statement> in effect from time to time.
- 1.8 “Reward” shall mean a supermarket shopping voucher worth Kes. 2,000.00 (Kenya Shillings Two Thousand Shillings only), redeemable at any Naivas supermarket countrywide during the Campaign Period that shall be awarded to a Winner.
- 1.9 “Winner” means the 10th and 20th daily Customer who transacts through IMTS, from Monday to Saturday, in any of the KCB Bank Branches during the Campaign Period.

2. Campaign Period

- 2.1 The Campaign will run from 0000 hours October 2024 to January 2025 at 2359 hours, or such other extended period as KCB Bank shall in its sole discretion determine, excluding Sundays and Public Holidays (“Campaign Period”).
- 2.2 KCB Bank reserves the right to amend or vary these terms and conditions or to terminate the Campaign at any time. In any of these events, notice will be given via SMS to the Customer and will be effective within 2 days.

3. Campaign Eligibility

- 3.1 The Campaign is open to any Customer that has enrolled in the Campaign as provided in clause 4 below, who shall undertake an IMT transaction through any KCB Bank Channel, by sending or receiving money internationally through KCB Bank’s IMT partners during the Campaign Period (“an Eligible Transaction”)
- 3.2 The Customers shall only be eligible to participate in this Campaign within the Campaign Period.
- 3.3 KCB Bank staff members are not eligible to participate in the Campaign.

4. Participation and Reward

- 4.1 To enroll and be eligible for a Reward, one shall be required to enroll by completing and signing (or accepting, where applicable) the KCB Bank Consent Form(s) available at KCB Bank Branches
- 4.2 Every IMT transaction earns you one entry.
- 4.3 KCB Bank will reward the 10th and 20th Customers transacting on any of the specified days of the Campaign Period.
- 4.4 Should the number of Customers participating in the Campaign in a specified day be less than 20, then the last Customer to transact on that day shall be considered as the 20th Customer for that specific day.
- 4.5 There is no limit to the number of times a Customer can win during the Campaign Period.

5. Campaign Reward Notification

- 5.1 Winners shall be selected on the specified days of the Campaign and shall be contacted via SMS and/or phone call to the phone number associated with the Eligible Transaction from KCB Bank on the next following day from the date of transaction unless that day falls on a Sunday or a Public Holiday “the Reward Notification”.
- 5.2 As part of the Reward Notification, the Winner will be advised on the specific KCB Bank Branch and the time where they will collect their Reward and any other related information.

- 5.3 The Reward shall be valid only until 20th December 2024 and the Winner must redeem the same within the timeframe specified in the Reward Notification.
- 5.4 The winner must respond to the Reward Notification within a specified time period of 48hrs to claim their Reward. If the Winner fails to respond within the given time frame, an alternate winner may be selected from the remaining eligible entries.
- 5.5 The winners must present valid identification i.e., National ID, valid Passport or valid Driving License and the confirmation of transaction to claim their prize.

6. Disqualification

Any participant found to be in violation of these Terms and Conditions or any Terms and Conditions of any of the IMT Services, or engaging in any fraudulent activities, will be disqualified.

7. Privacy and Data Protection

7.1 Collection of information

7.1.1 We collect certain Personal Information for compliance with our legal and contractual obligations to you or to take steps to enter into an agreement with you without which we are legally obligated to deny you participation in the Campaign.

7.1.2 Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service or allow you to participate in the Campaign.

7.1 Privacy

KCB Bank is committed to respecting and protecting the privacy of the personal data collected from the Customer. KCB Bank Privacy Policy, 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 Group Plc Data Privacy Statement found on KCB's Group Plc's website (<https://kcbgroup.com/privacy-policy/>). If you are unable to access the link or our website, please reach us on any of our Customer Contact Centre channels as provided for below to receive a copy.

7.2 Consent

Your consent to participation in the Campaign under these Terms and Conditions, our use of your Personal Data; and to receipt of notifications, SMS, phone calls and other forms of communication in respect of marketing activities of the Campaign shall be provided by execution of the applicable Consent Forms provided by the Bank when enrolling in the Campaign.

8 Customer Contact Centre

- 8.1 Inquiries or complaints may be made in person, in writing, by post, email or by telephone.
- 8.2 For purpose of making an inquiry or reporting a complaint, any of the following contact channels may be used:
 - SMS number: 22522
 - WhatsApp number: +254711087087
 - Telephone: +254 711 087000/ +254 732 187000/ +254 20 2287000
 - Email: contactcentre@kcbgroup.com.

- 8.3 You should bring your complaint to our attention with your contact information, and we will aim to deal with any complaints promptly and fairly. A copy of our complaint's procedure is available on request from any branch or our Contact Centre.
- 8.4 KCB 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. 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.
- 8.5 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

9 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.

10 Amendment and Termination

- 10.1 KCB reserves the right to amend or modify these Terms and Conditions from time to time and your continued participation in the Campaign constitutes your agreement to be bound by the terms of any such amendment or variation.
- 10.2 Participants to the Campaign are required to keep themselves updated on the Terms and Conditions of this Campaign. You can access these and the most current version of these Terms and Conditions from <https://ke.kcbgroup.com/ways-of-banking/international-money-transfer-services> and any amendment or modification to these Terms and Conditions will take effect from the date of notification on the KCB website
- 10.3 Termination of the Campaign will occur upon the lapse of the Campaign period or at such earlier or later time as determined by KCB Bank at its sole discretion, provided that the Bank shall provide at least 24-hour notice to enrolled Customers of such termination.

11 Exclusion of Liability

- 11.1 No responsibility will be accepted by KCB Bank for failed, partial or garbled computer data transmissions, for the acts or omissions of any service provider, accessibility or availability of information or unauthorized human act during the Campaign.
- 11.2 KCB Bank accepts no liability for the actions or decisions of the Customer during and in relation to the Campaign Period.
- 11.3 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

12 Governing Law and Dispute Resolution

- 12.1 These Terms and Conditions are governed by the Laws of Kenya and any disputes will be subject to the Laws of Kenya.
- 12.2 The Customer may contact the Customer Contact Centre, as detailed above to report any disputes, claims or Campaign discrepancies.

- 12.3 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives may be referred to, shall be subject to mediation in Kenya before an independent mediator selected by the parties for determination.

13 Other Terms and Conditions

- 13.1 These Terms and Conditions constitute the entire agreement relating to the Campaign and supersede all other oral or written representations, understandings, or agreements.
- 13.2 These Terms and Conditions and any rights or liabilities accruing thereunder may not be assigned to any other person.
- 13.3 The decision of KCB Bank on all matters relating to this Campaign is final.
- 13.4 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 13.5 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.
- 13.6 No failure or delay by either a participant of the Campaign 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.

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