

TERMS AND CONDITIONS FOR “GET KES 1000 CASHBACK WHEN YOU BECOME THE 100TH CUSTOMER TO PURCHASE GOODS WITH KCB BANK CARD” CAMPAIGN

This Agreement sets out the specific terms and conditions ("Terms and Conditions") on which KCB Bank Kenya Limited ("KCB Bank") is running a campaign to reward its customers for using their KCB Bank Card to make payments at any merchant outlet (hereinafter referred to as the "Campaign").

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

1. Definitions

- 1.1 "Customer" means a KCB Bank Card holder who shall make payment at any merchant outlet with the KCB Bank Card, during the Campaign Period.
- 1.2 "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).
- 1.3 "KCB Bank Card" this shall include all prepaid, debit and credit cards issued to the Customer by KCB Bank both before and during the Campaign Period.
- 1.4 "Reward" shall mean Kes. 1,000/- (Kenya Shillings One Thousand Shilling only) cash back given to the Winner within 7 days from date of transaction.
- 1.5 "Winner" means every 100th Customer to make payment with their KCB Bank Card every hour, daily from 7.00 am to 9.00 pm. The Winner gets Kes. 1000/- refunded back to them as per the Terms and Conditions herein.

2. Campaign Period

The Campaign will run from 0000 hours 20 November 2022 to 31 December 2022 at 2359 hours, or such other extended period as KCB Bank shall in its sole discretion determine ("Campaign Period").

3. Campaign Eligibility

- 3.1 The Campaign is open to all existing KCB Bank Card holders and shall include those who obtain and use the KCB Bank Card during the Campaign Period.
- 3.2 The Customer shall only be eligible to participate in this Campaign and get a Reward on the specified timelines of the day within the Campaign Period.
- 3.3 KCB Bank staff members are not eligible to participate in the Campaign.

4. Participation and Reward

- 4.1 For a Customer to participate in the Campaign, one shall be required to make payment(s) at any merchant outlet with their KCB Bank Card, within the Campaign Period.
- 4.2 To be eligible for a Reward, the Winner must be the 100th Customer every hour, each day between 7.00 am and 9.00 pm, within the Campaign Period.

- 4.3 Each 100th Customer selected shall have an amount of Kes 1000 refunded back into their KCB Bank account or KCB Bank Card within seven (7) working days from the date of the payment made at the merchant outlet.
- 4.4 The Reward is non-transferable, and no other alternatives shall be offered.
- 4.5 Should the number of Customers participating in the Campaign, in the specified hours of the day between 7.00 am and 9.00 pm be less than 100, then the last Customer to transact on that hour shall be considered as the 100 person and the Winner, for that specific hour.
- 4.6 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 hours of the day of the Campaign Period and shall be contacted via SMS from KCB Bank within seven days.
- 5.2 The Winners will thereafter be credited with the Reward on their KCB Bank Account or their KCB Bank Card as per KCB Bank's discretion within 7 days from the date the Winner made their payment at the Merchant's outlet.

6. Privacy and Data Protection

- 6.1 The Bank is required by law to collect certain personal data and is under no legal obligation to accept your entry into the Campaign if such information is not availed. Apart from the legal obligation mentioned above, the KCB Bank also needs to collect the Borrower's personal data for quality service delivery. Please note that although this is voluntary, without such information the Bank may not be able to provide quality service. Personal data may include, but is not limited to, the Customer's name, address, occupation, contact details, information captured on security systems (including a recording of the Borrower's image on Closed Circuit Television (CCTV), the information contained in any of the Customer's account(s) the Customer may have with the Bank either singly or jointly with any other person, the type of products and/or services that the Customer has subscribed to with the Bank and such other necessary data regarding the Customer and the Customer's Transaction(s) with the Bank.
- 6.2 KCB Bank 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 the Bank treats the Customer's personal data, who to share the Customer's Personal Information with and measures taken to protect the Customer's privacy when the Customer uses any of the Bank's services. This can be found on KCB Data Privacy Statement accessible on our website, www.kcbgroup.com.
- 6.3 KCB Bank may work with additional third parties in the Campaign and the Customer hereby explicitly and unambiguously consents to the collection, use and transfer of personal data, between KCB Bank and its affiliates/subsidiaries, in relation to this Campaign.
- 6.4 The Customer consents to receiving notifications, SMS', calls, and other forms of communication from KCB Bank in respect of marketing activities of the Campaign.
- 6.5 The Customer agrees that KCB Bank may include personal data of the Customer in KCB Bank's Customers' computer systems which may be

accessed by other companies in KCB Bank's group for credit assessment, statistical analysis including behaviour and scoring and to identify products and services (including those supplied by third parties) which may be relevant to the Customer during the Campaign.

7. Customer Contact Centre

- 7.1 Inquiries or complaints may be made in person, in writing, by post, fax, email or by telephone.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

8. 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.

9. Amendment and Termination

- 9.1 KCB Bank reserves the right at its own discretion to amend these Terms and Conditions with or without prior notice.
- 9.2 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, with or without prior notice.
- 9.3 In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this campaign and acknowledge that you will have no recourse against us and our affiliates.

10. Exclusion of Liability

- 10.1 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.
- 10.2 KCB Bank accepts no liability for the actions or decisions of the Customer during and in relation to the Campaign Period.
- 10.3 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

11. Governing Law and Dispute Resolution

- 11.1 These Terms and Conditions are governed by the Laws of Kenya and any disputes will be subject to the Laws of Kenya.
- 11.2 The Customer may contact the Customer Contact Centre, as detailed in clause 7, to report any disputes, claims or Campaign discrepancies.
- 11.3 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives may be referred to a court of law in the Republic of Kenya for determination.

12. Other Terms and Conditions

- 12.1 These Terms and Conditions constitute the entire agreement relating to the Campaign and supersede all other oral or written representations, understandings, or agreements.
- 12.2 These Terms and Conditions and any rights or liabilities accruing thereunder may not be assigned to any other person.
- 12.3 These Terms and Conditions and/or any amendments to them are available at www.kcbgroup.com.
- 12.4 Participants to the Campaign are required to keep themselves updated on the Terms and Conditions of this Campaign.
- 12.5 The decision of KCB Bank on all matters relating to this Campaign is final.
- 12.6 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 12.7 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.
- 12.8 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.
- 12.9 Any costs or expenses which you may incur other than in respect of the Reward will be from your own account.
- 12.10 We may invite you to be present when the Campaign rewards are awarded to You and/or any other Winner(s), in any of our marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of our goods or services, for which no fee, royalty or other compensation will be payable. You may decline such an invitation.

Regulated by the Central Bank of Kenya.