

UDV (KENYA) LIMITED “JIJENGE NA KAQUARTER” NATIONAL CONSUMER PROMOTION

TERMS OF ENTRY

The following terms and conditions apply exclusively to the aforementioned promotion and all participants in the promotion are deemed to have read, understood and accepted the same:

Eligibility

1. This Promotion is restricted to Kenyan citizens above the age of eighteen (18) years only. Proof of age shall be required prior to redemption of any prize.
2. Employees of East African Breweries Limited Group of companies (KBL, UDV, EAML, SBL, UBL) their distributors and stockists, Smart Printers Ltd, K.K Security, Skanem Inter Labels Africa, Carat, J. Walter Thompson, Scanad, EXP Ltd, Technobrain Limited, Media Edge Ltd and any other supplier or third party directly involved with providing services during this Promotion and their immediate families are not eligible to participate in the Promotion. 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.
3. UDV (Kenya) Limited (“UDV”) 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 & Conditions. If, in UDV’s reasonable opinion, a winner is found to be ineligible, UDV reserves the right to require the return of any prize already awarded, at its sole discretion in consultation with BCLB and such winners will be disqualified.

Promotion Period

4. The Promotion is open to all consumers who purchase 250 ml Kenya Cane, Richot, Gilbeys, Smirnoff, Popov, Kane Extra and Chrome UDV brands and will run from 17th July 2017 to 30th September 2017.
5. UDV in conjunction with the Betting Control and Licensing Board (reserves the right to change the promotional dates as it deems fit. Decisions made by UDV in consultation with BCLB shall be final and binding.

How to Participate

6. To enter the promotion, you will be required to purchase a 250ml Kenya Cane or 250ml Richot brandy or 250ml Gilbeys gin or 250ml Chrome vodka or 250ml Popov vodka or 250ml Kane Extra or 250ml Smirnoff vodka promotional product and scratch the panel on the label to find a 6 character alphanumeric code. This code on its own is neither a lucky number nor does it guarantee a participant anything in return.
7. Participants will be required to key in the 6 character alphanumeric code on the scratch panel on the label which is valid for one (1) entry only and send it to a mobile short code, number 21450. Each SMS sent will be charged at a rate of Kshs 1/- only for all mobile network subscribers (Safaricom, Airtel, & Orange). Participants shall be solely responsible for the content keyed into each SMS sent in connection with this Promotion and UDV shall not be liable in any manner in relation to each SMS sent in error or by mistake by the participant in connection with this Promotion.
8. Each SMS entry entitles the participant to enter into a daily draw or a weekly draw for a chance to win a prize.

9. In the event that a participant composes a blank text message, a guessed code or mistypes the 6 character alphanumeric code on the label, the participant will receive a regret message saying the 6 character alphanumeric code on the label is invalid.
10. In the event that a participant composes a text message using the 6 character alphanumeric code on the scratch panel on the label, which has already been sent to the short code for the Promotion, the participant will receive a regret message stating that the code on label has already been used.
11. A unique number can only win once a week during the Promotion period. A unique number shall be entitled to two eligible entries daily and a maximum of fourteen eligible entries weekly. Any additional entries beyond the maximum entries will not be eligible.
12. Participants can opt out of the Promotion by sending the sms 'STOP' to 21450. You will receive a message confirming that you have been de-registered from the promotion. Upon deregistration, you will not be eligible to win prizes in the Promotion and your entry will be retained in the promotional database.

Prizes

13. A participant in the Promotion shall only be eligible to win one prize during the Promotion period.
14. By entering into the Promotion participants stand to win cash prizes or one plot of land measuring approximately $\frac{1}{4}$ of an acre located in various parts of Kenya. The actual measurements of parcel of land shall be stipulated in more detail in the transfer document(s).
15. There will be daily winners of Kshs 500 each, ten weekly winners of Kshs. 50,000 and ten weekly winners of the plots of land. The randomly selected cash winners will be rewarded with cash prizes of Kshs 500, or Kshs 50,000 via the selected mobile money service provider. The nature of prizes to be awarded and the number of prizes to be awarded may be varied by UDV in consultation with BCLB.
16. Prizes are redeemable in Kenya only and are not transferable.
17. The parcels of land cannot be redeemed for cash and have no cash equivalent. The location and the size of the parcels of land are not exchangeable. UDV gives no warranties about the parcels of land and the winners agree to accept the prizes on an "as is" basis. Subject to any applicable laws, the participants agree to indemnify the UDV against any damages that anyone may suffer as a result of the prize(s) or this Promotion including economic loss, or any special, indirect, incidental, consequential or any other damage whatsoever and howsoever arising out of or in connection with this Promotion.

Draws and Selection of Winners

18. Systems and controls around the selection of the winners have been validated by PricewaterhouseCoopers (PwC) an independent audit firm.
19. Draws shall be held at 10:00 hours (10.00 am) or at such other time as may be agreed upon by UDV and BCLB.
20. Draws falling on weekends and public holidays will be conducted on the next week day or working day as the case may be.
21. UDV and BCLB will select the winners by random computer selection. Any decisions made on the same by BCLB and UDV shall be final and binding. UDV may select additional reserve winners to

replace any winners of any of the prizes who are subsequently disqualified. The promotional database will pick every winner and associate it with a prize randomly drawn for the available prizes for the daily and weekly draws.

22. After selection of winners is done, the decisions made on the same including reward of prizes by UDV and BCLB shall be final and binding.
23. The award of all winning prizes will be subject to the authentication of the identity of the selected winner through the following: -
 - a. Proof of identification: original identification card/original passport
 - b. Confirmation of winner details provided to UDV against M-pesa payment details.
 - c. PIN Certificate
24. In the event that there are any taxes applicable to the prizes, UDV will deduct the same and remit to the tax collection agency. The winners will be presented with tax withholding Certificates where applicable.

Notification of Prize Winners

25. Winners of the various prizes will be informed in accordance with the guidelines submitted to the BCLB and the decisions made on the same by UDV and BCLB, in consultation with PwC shall be final and binding.
26. Winners of the Kshs 500 cash prizes will have the cash transmitted to their phone within 96 hours through mobile money transfer services. Winners of Kshs 50,000 will have their cash prize transmitted to their phone within seven (7) days through the selected mobile money transfer services. In the event that the owner of the phone number and the user of the phone number are distinct and subject to the provision of sufficient proof, the applicable prize will only be awarded to the owner of the phone number and not the user of the phone number. The award of prizes shall be subject to the authentication of the ownership of the winner's phone number through the presentation of such documentation as shall be considered suitable for verification by UDV and BCLB including but not limited to any of the following forms of identification: original National Identification Card/original Passport/original Birth Certificate together with the starter park or physical SIM card within forty eight (48) hours from the close of the applicable draw. UDV and the BCLB will not entertain claims made after the expiry of said forty eight (48) hours and any decision made on the same by the BCLB and UDV shall be final and binding.
27. Subject to any technical issues beyond UDV's control, winners of the parcels of land will be notified through the number 0721985566. If the call is not answered within 3 attempts or the winner's phone is off or the call is forwarded to voice mail or a person other than the owner of the phone answers the call, the prize will be deemed to have been forfeited and another winner selected based on the incoming order of valid entries. Winners of the parcels of land will have their prize transferred to them by UDV's appointed agent within (9) nine months of being declared as the winners. Winners of the parcels of land will be required to execute transfer documents and provide additional documents as may be required to facilitate the transfers prior to hand over of the parcels of land. The costs of travel to the location of the parcel of the land and any inspections thereof will be borne by the winners.
28. No responsibility will be accepted by UDV for any delays brought about by failure of mobile telephone networks & 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 act.

29. Winners who are not registered with the designated mobile money transfer service provider as selected by UDV for purposes of this promotion will be required to collect their cash from the respective mobile money agents within the 7 days as stipulated by Communication Authority of Kenya regulations. Failure to do so will result in them forfeiting their prize.
30. UDV shall not accept liability where a winner for one reason or another cannot access their money once it has been sent to them e.g. where the mobile network has suspended the recipient's mobile money account, or if they are not accessible via the mobile money service.
31. If upon notification the selected winners of the cash prizes or the parcels of land do not claim the prize within a period of three (3) months from the end of the promotion or termination of the promotion they will be deemed to have forfeited the same.
32. If the winner cannot prove they are above 18 years of age, the prize will be forfeited and another winner selected.

Use of Personal Data

33. By participating in this Promotion you are deemed to have granted UDV the right to contact you for further information.
34. By participating in the Promotion, all winners of the prizes will be deemed to have granted UDV the right to use their full names, photos, video footage and other details in such media as UDV may choose (including and not limited to the internet) for information, advertising and promotional purposes and that they will further agree to participate in all public relations and marketing activities of UDV on such terms, as UDV may require without any additional consideration.
35. All information, content and materials displayed on or used in connection with the Promotion including all text, articles, editorials, advertising, images photographs, audio and video (collectively, the 'Content'), is the property of UDV and its licensors. Save as permitted under the law and/or with the written consent of UDV, 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.
36. 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.
37. 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 Promotion, marketing and research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the law.

Disqualification and Termination

38. The Promotion is offered at the sole discretion of UDV and UDV reserves the right, subject to any discretion from the BCLB, to amend or vary these terms and conditions or to suspend/amend/terminate the Promotion at any time.
39. In case any of these circumstances arise, notice will be given by UDV through media advertisements. The notice will be effective immediately or on such date as shall be set out in such notifications.

40. On termination of this Promotion for any reason not attributable to the participants, the participants will be required to redeem their prizes within three (3) months after the termination date.
41. UDV reserves the right to disqualify or terminate any participant's participation in the Promotion or their registration upon: -
 - a) Detection of fraud or attempted fraud relating to the participant or their registration; or
 - b) Breach of any of these terms and conditions; or
 - c) Such circumstance as may be determined by UDV and BCLB
42. If participation in the Promotion is terminated under any of the circumstances set out in clause 41 above, the participant will lose the right to redeem his/her prize and the same will be deemed to have been forfeited. In addition, UDV reserves the right to take appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in pursuing such action.

Other Terms

43. This Promotion 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.
44. All queries should be directed to the Customer Care Helpline number 0721985566; available from 8:00a.m to 5:00 pm.
45. UDV, upon notification and approval of BCLB, reserves the right to amend and adjust the promotion format and timings as it deems fit.
46. UDV, upon notification and approval of BCLB, reserves the right to amend the cash prizes as it deems fit at any point in the promotion.
47. UDV DOES NOT require you to send money, airtime or mobile money funds or any other consideration in order to participate or claim any prize in this Promotion, and UDV will not be liable for any losses or other damage incurred by any person who does not heed this caution.
48. Although UDV has used reasonable efforts to ensure that all information and materials relating to the promotion are accurate, UDV shall not be liable for any inaccuracy or errors in such information and/or material. UDV, its agents and sub-contractors will also not bear responsibility for any loss or damage to a participant, whether caused by self or any third party, arising from: -
 - a) matters outside the control of UDV, its agents and sub-contractors including but not limited to force majeure events such as acts of God, or for the act of any Government or legal authority, or computer viruses or power outages, etc;
 - b) any technical failure or malfunction or any other problem with any machine, telephone network or system, service provider software or otherwise which may result in missing characters in the promotional packs, any entry being lost or not properly received, registered or recorded;
 - c) any unforeseen defects in promotional materials supplied or manufactured by third parties including but not limited to labels and crowns;

- d) any award of a prize made to a person whom the participant alleges to be the wrong person;
 - e) reliance upon any omission, inaccurate information or statement concerning any matter whatsoever relating to the participant or to UDV or any other matter whatsoever; and
 - f) any acts of negligence by the Employees of UDV, PwC, BCLB, or any other service providers involved in this Promotion or their agents, associates and assigns.
49. UDV will not be liable to a participant for any monetary loss or damage. Without limitation UDV 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 UDV has any control over circumstances giving rise to the claim or not.
50. Any persons attempting to make false claims shall be prosecuted. All prizes shall not be transferable to third parties and they will not be exchanged for other prizes. The promotion is open to Kenya residents over 18 years only.
51. All updated Terms and Conditions will be available for inspection on the www.eabl.com 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.
52. 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 Promotion, the terms contained in these Terms and Conditions here shall prevail.
53. 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.
54. These terms and conditions are subject to interpretation by UDV and any questions or disputes shall be resolved by UDV and BCLB and the decisions reached thereafter shall be final.

BCLB No. 002402