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

TERMS AND CONDITIONS

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 residents above the age of eighteen (18) years only. Proof of age shall be required prior to redemption of any prize awarded.

2. Employees of East African Breweries Limited Group of companies (KBL, UDVL, EMIL, SBL, UBU), its distributors and stockists, bar owners and bar staff, SmartPrint Ltd, K.K Security, (IMS Ltd, Shannon Inter Labels Africa, J. Walter Thompson, Scande, CBL Ltd, KPMG Advisory Limited and any other supplier or third party directly involved with the promotion and their immediate families are not eligible to participate in the Promotion. UDV reserves the right to require participants to furnish proof of age, or similar documentation required to be declared or affirm in a Form of Discharge that they do not belong to any of the restricted groups of persons.

3. UDV (Kenyan) Limited (UDV) reserves the right to seek verification of eligibility to enter and receive a prize under these Terms & Conditions, if in UDVs reasonable opinion, a winner is found to be ineligible. UDV reserves the right to request the return of any prize(s) already awarded, either at its sole discretion or in consultation with KPMG Advisory Services Limited and BCLB and such winners shall be disqualified.

Promotion Period
4. The Promotion is open to all consumers who purchase at least 250ml of either of the following participating brands (Kenyana Smooth, Chrome Vodka, Original Gold, Kane Extra, Red Star, Orin AHLS, V&G Sherry and Triple Ace Vodka). The promotion shall run from 13th August 2020 to 27th December 2020.

5. UDV, in conjunction with the Betting Control and Licensing Board (BCLB) reserves the right to change the promotional dates as it deems fit as per the Regulations. Reasonable Decisions made by UDV in consultation with BCLB shall be final and binding.

How to Participate
6. To enter the promotion, consumers shall be required to purchase any 250ml of either of the participating brands (Kenyana Smooth, Chrome Vodka, Original Gold, Kane Extra, Red Star, Orin AHLS, V&G Sherry and Triple Ace Vodka), scratch the panel on the label to find a 7-character alphanumeric code. This code on its own does not guarantee a participant anything in return.

7. Participants shall be required to submit the 7-character alphanumeric code found on the scratch panel to a mobile short code number 29884, the participant shall receive a regret message saying the 7-character scratch card that was intended for use in the Promotion must be a valid one in accordance with the terms and conditions herein and the law.

8. UDV gives no warranties on the prizes. Winners agree to accept the prizes on an “as is” basis. Subject to any applicable laws, the participants agree to indemnify UDV against any damages that anyone may suffer as a result of receiving this prize or on account of any accidental, special, consequential or economic loss that a participant sends a code that is a duplicate or non-existing.

9. Participants can opt out of the Promotion by sending an SMS stating the word “stop" to 29884. You shall receive a message confirming that you have been de-registered from the Promotion. Upon discontinuation, you shall not be eligible to win prizes in the Promotion.

10. There will be daily regional cash winners of Kes.250 and Kes.150 and daily regional draws in which a winner will receive their prizes through mobile banking.

11. Airtime winners will receive their prizes through airtime vouchers to be sent via SMS.

12. UDV gives no warranties on the prizes. Winners agree to accept the prizes on an “as is” basis. Subject to any applicable laws, the participants agree to indemnify UDV against any damages that anyone may suffer as a result of receiving this prize or on account of any accidental, special, consequential or economic loss that a participant sends a code that is a duplicate or non-existing.

Drafs and Selection of Winners
13. Systems and controls around the selection of winners have been validated by KPMG Advisory Services Limited for an independent audit firm.

14. UDV in consultation with BCLB may select additional reserve winners to replace any winners of any prize who may have been disqualified or who declined the prize.

15. After selection of winners is done, the decisions made on the same including the validation of prizes by UDV shall be final and binding.

16. Prizes are redeemable in Kenya only and are not transferable.

17. Prizes must be accepted as awarded, cannot be exchanged for other prizes or bar, cash in may not be transferred or exchanged.

18. In the event that there are any laws applicable to the prizes, UDV shall deduct the same from the prize amount before the prize is paid to the ticket holder.

19. Winners of the various prizes shall be informed in accordance with the guidelines stipulated in these terms and conditions and the decision made on the same by UDV shall be final and binding.

20. Winners of cash prizes will have payment transmitted to their mobile money transfer services. In the event that the owner of the phone number and the user of the phone number are different and subject to the provision of sufficient proof, the applicable prize shall only be awarded to the owner of the phone number and not the user of the phone number.

21. The winner of the prize shall be contacted directly through an SMS to verify the eligibility of the winner in line with the terms and conditions. If it is found that the winner was ineligible to participate, the prize shall be forfeited and the next runner up will be contacted.

22. Winners of the various prizes shall be informed in accordance with the guidelines stipulated in these terms and conditions and the decision made on the same by UDV shall be final and binding.

23. Winners of cash prizes will have payment transmitted to their mobile money transfer services. In the event that the owner of the phone number and the user of the phone number are different and subject to the provision of sufficient proof, the applicable prize shall only be awarded to the owner of the phone number and not the user of the phone number.

24. All queries should be directed to the Customer Care Helpline number 0721989366, available from 8:00am to 5:00 pm.

25. UDV, upon notification, reserves the right to amend and adjust the promotion format and timings as it deems fit.

26. UDV reserves the right to amend the competition prizes as it deems fit at any point in the promotion.

27. Any participant who does not receive your text message, or redemal form to any of the above email addresses shall be deemed as unclaimed and the prize shall be forfeited. In addition, UDV reserves the right to determine the appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in connection with the promotion.

28. All prizes shall be paid or transferred to the participant within the stipulated time frame. Prizes must be accepted as awarded, cannot be exchanged for other prizes or bar, cash in may not be transferred or exchanged.

29. If the winner cannot prove they are above 18 years of age, the prize shall be forfeited and another winner shall be selected as per the rules.

30. Prizes must be accepted as awarded, cannot be exchanged for other prizes or bar, cash in may not be transferred or exchanged.

31. UDV gives no warranties on the prizes. Winners agree to accept the prizes on an “as is” basis. Subject to any applicable laws, the participants agree to indemnify UDV against any damages that anyone may suffer as a result of receiving this prize or on account of any accidental, special, consequential or economic loss that a participant sends a code that is a duplicate or non-existing.

32. All promotion shall be run in strict accordance with Kenyan Laws, regulations, guidelines and any other applicable laws.

33. UDV gives no warranties on the prizes. Winners agree to accept the prizes on an “as is” basis. Subject to any applicable laws, the participants agree to indemnify UDV against any damages that anyone may suffer as a result of receiving this prize or on account of any accidental, special, consequential or economic loss that a participant sends a code that is a duplicate or non-existing.

34. UDV exculdes all liability to a participant for loss of profit, revenue, goodwill or business reputation or special, consequential, punitive or exemplary loss or damage arising out of or in connection with the Promotion.

35. UDV accepts no responsibility for the failure of any third parties to fulfil their contractual obligations in relation to the promotion.

36. Any participant attempting to make false claims shall be disqualified. Prizes shall not be transferable to third parties and they shall not be exchanged.

37. All updated Terms and Conditions shall be available for inspection on the www.aal.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.

38. 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 broadcasted by 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 shall prevail.

39. Any amendment to these terms and conditions must be notified by UDV and the promotions shall be amended in such a way that a participant shall be informed of any changes.

40. UDV accepts no responsibility for any unforeseen defects in promotional material due to printing errors or otherwise.

41. By participating in the Promotion, you are deemed to have accepted these Terms and Conditions acting reasonably.

42. UDV and its agents and contractors shall not bear responsibility for any inaccuracy or errors in such information or materials relating to the Promotion.

43. UDV shall at all times remain the sole property of UDV. All errors and/or omissions related to this promotion and/or promotional products should be reported in writing to UDV within 7 days of discovery of the error or omission. UDV does not warrant that all errors and omissions can be received to the satisfaction of participants, or at all and therefore errors and omissions are exempted.

44. Any award of a prize made to a person whom UDV gives no warranties on the prizes. Winners agree to accept the prizes on an “as is” basis. Subject to any applicable laws, the participants agree to indemnify UDV against any damages that anyone may suffer as a result of receiving this prize or on account of any accidental, special, consequential or economic loss that a participant sends a code that is a duplicate or non-existing.

45. UDV shall not be liable to a participant for any monetary loss or damage. Without limitation UDV shall not be liable to a participant for any direct or indirect loss, damage or expense regardless of whether the same arise from negligence, breach of contract or otherwise, and regardless of whether UDV has or has not control over circumstances giving rise to the claim or not.

46. UDV exculdes all liability to a participant for loss of profit, revenue, goodwill or business reputation or special, consequential, punitive or exemplary loss or damage arising out of or in connection with the Promotion.

47. UDV accepts no responsibility for the failure of any third parties to fulfil their contractual obligations in relation to the promotion.

48. Any participant attempting to make false claims shall be disqualified. Prizes shall not be transferable to third parties and they shall not be exchanged.

49. All updated Terms and Conditions shall be available for inspection on the www.aal.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.

50. 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 broadcasted by 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 shall prevail.

51. 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.

52. 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.