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- e campaign will run from 17th June 2024 to 3rd September 2024 ("Promo
- tion period"). KBL in conjunction with the Betting Control and Licensing Board reserves the right to change the promotion dates as it deems fit. Decisions made by KBL in consultation with BCLB shall be final and binding. The Promotion is open to all consumers who purchase any of the bottled promotional products the Tusker* including Tusker Lager 500ml bottle, Tusker Cider 500ml bottle, Tusker Ndimu 300ml bottle, Tusker Ndi

3. How to participate in the promotion 3.1 To enter the promotion consultation.

- o participate in the promotion.

 To enter the promotion, consumers will be required to purchase any of the following bottled promotional products of Tusker** including Tusker Lager 500ml bottle, Tusker Cider 500ml bottle, Tusker Ndimu 300ml bottle, Tusker Lite 300ml bottle, and Tusker Main 300ml bottle products and check under the crown to find an 8-character alphanumeric code. This code on its own is neither a lucky number nor does it guarantee a participant anything in return. Participants will be required to key in the 8-character alphanumeric code found under the crown and send it to a mobile short code number 20770 via SMS.
- SMS.
 Each SNS will be charged at normal operator charges for all mobile network subscribers (Safaricom, Airtel & Telkom). Participants shall be solely responsible for the content keyed into each SMS sent in connection with this Promotion and KBL shall not be liable in any manner in relation to any SMS sent in error or by mistake by the participant in connection with this Promotion. On entry into the Promotion, a participant will be required to register by confirming that he/she is above the age of 18 years in line with legal and regulatory requirements and that he/she consents to the collection, processing and storage of personal data for the purposes of this Promotion.
 Failure by a participant to submit 'affirmative' responses to the questions in 3.4 above when prompted will result in non-validation of the entry. A participant will be required to complete the registration process to participate in the Promotion.

- Promotion.

 Each valid SMS submission grants the participant entry into a daily, weekly or monthly draw. Participants may submit a maximum of three valid SMS entries per day. A participant's mobile phone number shall only submit a maximum of Twenty-one valid entries weekly. Any additional entries beyond the maximum entries will not be eligible.

 All participants will be eligible to win daily prizes once a week, calculated from the date of participants in the Promotion period.

 All participants will be eligible to win weekly prizes once a month through the Promotion period.
- 3.8

- Promotion period.

 All participants will be eligible to win weekly prizes once a month through the Promotion period.

 All participants will be eligible to win either of the monthly prizes once through the Promotion period.

 In the event that a participant composes a blank text message, a guessed code or mistyped 8-character alphanumeric code under the crown, the participant will precive a regret message saying the 8-character alphanumeric code under the crown is invalid.
- 3.11
- the crown is invalid.

 In the event that a participant composes a text message or sends an 8-character alphanumeric code under the crown that has already been sent to the short code for the Promotion, the participant will receive a regret message saying the code has already been used.

 A registered participant in the Promotion has an option of sending a personalised SMS message to the Kenya Olympics team by sending "CHEERS" followed by their message to the short code 20770. This message will be charged at normal operator charges for all mobile network subscribers (Safaricom, Airtel & Telkom).
- 3.13 The personalised message does not guarantee a participant a chance to win any of the prizes in this Promotion. It shall not serve as an entry mechanic to the Promotion.
- the Promotion.

 Subject to sections 4 & 9 of these terms and conditions, all participants wh
 successfully register to participate in this Promotion will be deemed to be
 eligible to participate in random daily, weekly or monthly draws.

- 4. Opting out of the Promotion
 4.1 Participants can got out of the Promotion by sending the SMS 'STOP' to
 20770. 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.
 4.2 If an individual decides to participate in the Promotion after opting out, they will be required to re-register, subject to the Promotion duration.

- By entering the Promotion, participants stand a chance to win:

 a) 4,000 daily winners of Kes 50 instant airtime.

 b) 1,000 daily winners of Kes 300 instant cash via mobile money.

 c) 700 weekly winners of Kes 1,500 electronic voucher of a 6pack of Tusker Lager 500ml Can.

 d) 10 monthly winners of Kes 150,000 worth of a home entertainment kitty (Comprising of a TV worth Kes 120,000 and a TV subscription service up to Kes 30,000 from authorised dealers).

 e) 5 monthly winners of Amazing Kenyan Travel Experience organised by Charleston Travel Limited trading under FCM Flight Centre Management to one of the select destinations in Mombasa, Amboseli or Nanyuki, valued at Kes 400,000 (Comprising of an Expense kitty worth Kes 300,000 and a Kes 100,000 cash stipend).

 Prizes are redeemable in Kenya only and are not transferable. All in kind prizes (prizes under sections 5.1. (d) and (e) above) are not redeemable in cash.

 Collection of the prizes under 5.1. (d) shall be made within 4 weeks and will be communicated accordingly to winners.

 For prizes that are uncollected, they will be reconciled and reported to BCLB every month for approval of re-draws. Upon approval the prizes will be eligible for re draws.

- every month for approval of re-draws. Upon approval the prizes will be eligible for re draws. The home entertainment kitty shall be supplied by an authorised dealer to the winner on a mutually agreed-upon date. The authorised dealer will be expected to supply a home entertainment kitty of merchantable quality and shall issue all required warranties to the winner. KBL does not give any warranties as to the quality, maintenance or any related issues in any manner whatsoever with respect to the home entertainment kitty. The cable TV subscription service is exclusive to winners of the home entertainment kitty. The cable TV subscription service is exclusive to winners of the home entertainment kitty. KBL will facilitate installation of the subscription service through authorised dealers. KBL does not give any warranties with respect to the subscription service and bears no responsibility whatsoever with respect to the subscription service. The Amazing Kenyan travel experiences will be scheduled on such dates as shall be agreed with the winners and must be redeemed within 3 months after the end of the Promotion. The Tusker Lager 500ml Can 6pack electronic vouchers will be redeemed at select nation-wide outlets that will be communicated as part of the award SMS message. Each voucher should be redeemed within 3 months of receipt. Prizes cannot be exchanged for other prizes and are non-transferable. The nature of prizes to be awarded and the number of prizes to be awarded may be varied by KBL in consultation with BCLB.

 All prizes are redeemable within 3 months after end date of the Promotion. Prizes are deemed to have been forfeited if uncollected 3 months after the end of the Promotion.

- identification:a) Original National Identification Card; or
 b) Original Passport.
 In the event that there are any taxes applicable to the prizes, KBL shall deduct
 the same from the price and remit to the tax collection agency. The winners
 shall be presented with withholding tax certificates where applicable.

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 Ication of prize winners

 Winners of the various prizes shall be informed in accordance with the guide-lines stipulated in these terms and conditions and the decisions made on the same by KBL shall be final and binding.

 Daily winners will be notified via SNS from short code 20770.

 Weekly and monthly prize winners will be notified through a phone call via the telephone number 0721985566.

 KBL will make attempts every fifteen (15) minutes over a period of one (1) hour to contact the selected winners (for the Amazing Kenyan Travel Experience). If the selected winners does not answer any of the call attempts within the prescribed period and identify himself/herself, he/she will be deemed to have forfeited their chance of winning the prize and KBL will thereafter attempt to call a reserve winner's number as selected puryaunt to condition 6.3. above; For the avoidance of doubt, missed calls and calls diverted to voice mail will not be deemed to have been answered for the purpose of the Promotion. Winners of cash prizes will have payment transmitted to their phone, within 96 hours, through 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 shall only be awarded to the owner of the phone number and not the user of the phone number. The award of prizes for the Promotion shall be subject to the authentication of such documentation as shall be considered suitable for verification by KBL or by a selected agent including but not limited to any of the following:

 a) Proof of identification: original National Identification Card or original Passport within interty-six (96) hours from the notification of winners. KBL and BCLB shall not entertain claims made

 - KBL shall not be held flable for winners who fail to return to their residence.

 The winners and their companions shall not engage in any conduct that would bring disrepute to KBL.

 Accommodation and travel is subject to booking, accommodation and logistics (air, rail or road) availability. Once booked, any changes made to the booking may incur a cancellation fee or amendment fee, at the cost of the prize winner. The prize shall be subject to any prevailing terms and conditions of the accommodation or travel (as applicable), and in particular, health, behaviour, age and safety requirements.

 No compensation will be payable if the winner is unable to use any element of the prize as stated for whatever reason, including lack of participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited.

 The Amazing Kenyan Travel Experience is non-transferable, non-exchangeable and shall under no circumstances be redeemed for cash or a cash equivalent.
- changeable and shall under no circumstances be redeemed for cash or a cash equivalent.

 KBL will not be liable for any delays brought about by failure of mobile telephone networks and 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 printipulability or printipulability or printipulability or printipulability or soft traffic congestion or unauthorized human acts. KBL shall not accept liability where a winner for one reason or another cannot access their cash once it has been sent to them e.g. where the mobile network has suspended the recipient's account, or if they are not accessible via the mobile money service;

 KBL in consultation with BCLB shall re-draw for another winner to replace any selected winner whose age cannot be verified, who are unreachable, unavailable, or disqualified.

- f personal data

 By agreeing to participate in the Promotion you are deemed to have granted KBL permission to contact you for further information during the term of the Promotion, that is, between 27th May 2024 to 31st August 2024.

 By participating in this Promotion, you are deemed to have knowledge of and consent to the following:

 a) The collection, processing, transfer and retention of your personal data for purposes of administering this Promotion including but not limited to use of winners' pictures for promotional purposes.

 b) KBL may use participants' personal information for reasonable commercial purposes such as;

 to communicate through SMS about our products, or upcoming marketing activities and those of our subsidiaries, affiliates, and/or any of their related businesses. Participants have the right to opt-out at any time from receipt of further marketing communications by writing to us or by following the opt- out guidelines on any marketing message sent to you.

 for marketing analysis, for example, to assess trends amongst our consumers and what people are saying about our products, to evaluate the impact and effectiveness of our marketing campaigns and Promotions. You have the right to opt-out at any time from receipt of further marketing communications.

- By participating in the Promotion, all winners of the prizes shall be deemed to have granted KBL during the Promotion and within three months after the end of the Promotion the right to use their full names, photos, video footage and other details in such media as KBL may choose (including and not limited to the internet) for information, advertising and promotional purposes and that they shall further agree to participate in all public relations and marketing activities of KBL on such terms, as KBL may require without any additional consideration.
- activities or KBL on such terms, as KBL may require without any additional consideration.

 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 KBL and its licensors. Save as permitted under the law and/or with the written consent of KBL, 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.

 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.

 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.

- alification and termination
 The Promotion is offered at the sole discretion of KBL and KBL reserves the right, subject to any discretion from BCLB, to amend or vary these terms and conditions or to suspend/amend/terminate the Promotion at any time. These terms and conditions will be published on the East African Breweries PLC website at www.eabl.com and printed in the Daily Nation and The Standard newspanners.

- website at www.eabl.com and printed in the Daily Nation and The Standard newspapers.

 In case any of these circumstances arise, notice will be given by KBL through media advertisements. The notice will be effective immediately or on such date as shall be set out in such notifications.

 On termination of this Promotion for any reason, participants will be required to redeem their prizes within three (3) months after the termination date.

 KBL reserves the right to 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 KBL and BCLB.

 If participation in the Promotion is terminated under any of the circumstances set out above, the participant will lose the right to redeem his/her prize and the same out the prize will be deemed to have been forfeited. In addition, KBL reserves the right to take appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in pursuing such action. 9.5

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.

All queries and/or complaints should be directed to the Customer Care Helpline number 0721985566; available in the current business operating hours (B.AM to SiPM).

KBL upon notification and approved by 100 m.

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- All queries and/or complaints should be directed to the Customer Care Helpline number 0721985566; available in the current business operating hours (8:AM to 5:PM).

 KBL upon notification and approval by BCLB, reserves the right to amend and adjust the Promotion format and timings as it deems fit.

 KBL, in consultation with BCLB, reserves the right to amend the Promotion prizes as it deems fit at any point in the Promotion.

 KBL does not require participants to send money, airtime or mobile money funds or any other consideration in order to participate or claim any prize in this Promotion, and KBL shall not be liable for any losses or other damage incurred by any person who does not heed this caution.

 The crowns of the Promotion have been printed by a third party, Metal Crowns Limited, and there is an expected margin of error in the printing. Although KBL has used reasonable efforts to ensure that all information and materials relating to the Promotion are accurate, KBL shall not be liable for any inaccuracy or errors in such information and/or material. KBL its agents and sub-contractors shall 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 KBL, its agents and sub-contractors including but not limited to force majeure events such as acts of God, computer viruses, 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 acts of negligence by the employees of KBL, KPM6 Advisory Services Limited, or any other service providers involved in this Promotion or their agents, associates, contractors and assigns.

 d) any unforeseen defects in promotional materials supplied or manufactured by third parties including but not limited to labels and crowns.

 9. A
- be resolved to the satisfaction of participants, or at all and therefore errors and omissions are exempted.

 KBL shall not be liable to a participant for any monetary loss or damage. Without limitation, KBL 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 KBL has any control over circumstances giving rise to the claim or not.

 KBL excludes 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.

 KBL accepts no responsibility for the failure of any third parties to fulfil their contractual obligations in relation to a Promotion.

 The participants shall release and hold KBL free and harmless from liability excluded under these terms and conditions.

 Any persons attempting to make false claims shall be prosecuted. Prizes shall not be transferable to third parties, and they shall not be exchanged for other prizes.

- not be transferable to third parties, and they shall not be exchanged for other prizes.

 All updated Terms and Conditions shall 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.

 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 shall prevail.

 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.

 These terms and conditions are subject to interpretation by KBL, and any questions or disputes shall be resolved by KBL, and the decisions reached thereafter shall be final.