

#### TERMS OF ENTRY

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

#### Eligibility

1. This competition 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.
2. Employees of East African Breweries PLC Group of companies (KBL, UDV, EAML, SBL, UBL) its distributors and stockists, bar owners and bar staff, Smart Printers Ltd, IMG PR, WPP Scangroup, J. Walter Thompson, Scanad, Ogilvy Ltd, Saracen media and any other supplier or third party directly involved with facilitation and providing services during this competition and their immediate families are not eligible to participate in the Competition. 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') 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, either at its sole discretion or in such winners shall be disqualified.

#### Competition Period

4. The competition shall run from 7th August 2024 to 1st October 2024 ("Competition Period").
5. UDV reserves the right to change the competition dates as it deems fit. Decisions made by UDV shall be final and binding.

#### How to Participate in the competition

6. To participate in the competition, adults over the age of eighteen (18) will be required to share a maximum of 1 piece of graffiti art of their own making on Chrome Facebook or Instagram page and tagging the brand @ChromeKe.
7. On entry into the competition, participants will be required to expressly consent by signing a media release form that they will allow UDV to process and store personal information for the purposes of this competition. The participant will also be required to produce a national ID/ passport to confirm their eligibility.
8. Applications will not be processed if participant(s) fail to confirm that they are above the legal age of eighteen (18) years. A participant will be required to complete the registration process to participate in the competition.
9. The uploaded picture/ video / or audio will be pre-vetted by a panel of judges to select submissions that will be invited for the Chrome Street Filosofia panel.
10. In the event an applicant submits more than one application, the first application will be considered, and subsequent applications will be rejected.
11. All participants stand a chance to win the right to revamp the Chrome™ assets, subject to the decision which shall be made through a public vote.

#### Opting out of the competition

12. A participant can opt out of the competition by sending a direct message to the competition administrators on the official Chrome Kenya Facebook or Instagram page with this request.

#### Prizes

13. The successful participants in the competition stand a chance to win a 2-year contract to design, model Chrome assets and a Chrome™ gift hamper.
14. After selection of the winner is done, the decision made on the same including reward of prizes by UDV shall be final and binding.
15. In the event that there are any taxes applicable to the prizes, UDV shall deduct the same from the price and remit to the tax collection agency.

#### Selection of Winner

16. As and where applicable, UDV may select additional reserve winners to replace the winner of any of the Prize who may, for any reason, have been disqualified, subject to the competition timelines and ongoing activities.
17. The vote by the public shall be final and binding.
18. After selection of the winner is done, the decision made on the same including reward of the prize by UDV shall be final and binding.
19. The award of the winner shall be subject to the authentication of the identity of a short-listed candidate or winner through the following:
  - Proof of identification: original identification card; or
  - original passport.

#### Notification of prize winner

20. The Winner of the prize shall be informed in accordance with the guidelines stipulated in these terms and conditions and the decisions made on the same by UDV shall be final and binding. For the avoidance of doubt missed calls and calls diverted to voicemail will not be deemed to have been awarded for purposes of the competition.
21. The award of the prize for the competition shall be subject to the authentication of such documentation as shall be considered suitable for verification by UDV including but not limited to any of the following.
  - a). Proof of identification: original National Identification Card or original Passport within seventy-two (72) hours from the notification of the winner. UDV shall not entertain claims made after the expiry of said seventy-two (72) hours and any decision made on the same by and UDV shall be final and binding. b). Confirmation of winner details provided to UDV against the information submitted by participant on entry into the competition.
22. UDV 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 for traffic congestion or unauthorized human acts.
23. UDV shall replace any selected winner whose age cannot be verified, who is unreachable, unavailable, or disqualified.

#### Use of personal data

24. By agreeing to participate in the Competition, you have granted UDV permission to contact you for further information during the term of the Competition, that is, between 1st August 2024 – 30th August 2024.
25. By participating in this Competition, you are deemed to have knowledge of and consent to the following:
  - a). the collection, processing, and retention of your personal data for purposes of administering this competition including but not limited to use of winner's pictures for competition purposes.

- b). UDV may use participants personal information for reasonable commercial purposes such as; • to communicate with you 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 competitions. You have the right to opt-out at any time from receipt of further marketing communications.
26. UDV has put in place technical and operational measures to protect your information from unauthorized access, accidental loss or destruction. Any disclosure of information shall be in accordance with applicable laws and regulations.
  27. By participating in the Competition, all participants and winners of the prizes shall be deemed to have granted UDV during the competition and within three months after the end of the competition 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 competition purposes and that they shall further agree to participate in all public relations and marketing activities of UDV on such terms, as UDV may require without any additional consideration.
  28. All information, content and materials displayed on or used in connection with the Competition 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.
  29. 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 UDV.
  30. Use of the materials stated above shall be at UDV's discretion and UDV shall be entitled to disclose any of the participant's details for administering the Competition, 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

31. The Competition is offered at the sole discretion of UDV and UDV reserves the right, to amend or vary these terms and conditions or to suspend/ amend/terminate the Competition at any time. This terms and conditions will be published on the East African Breweries PLC website at [www.eabl.com](http://www.eabl.com), and at the official Chrome Kenya Facebook and Instagram pages.
32. In case any of these circumstances arise, notice shall be given by UDV through media advertisements. The notice shall be effective immediately or on such date as shall be set out in such notifications.
33. UDV reserves the right to terminate any participant's participation in the competition 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 acting reasonably.
34. If participation in the competition is terminated under any of the circumstances set out in clause 34 above, the participant shall lose the right to redeem his/her prize and the same shall 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

35. All queries and/or complaints should be directed to the Customer Care Helpline number 0721985566; available in the current business operating hours (8:00AM to 5:00PM) provided always this may be amended subject to any changes on protocol for business operations. All queries should be directed to the Customer Care Helpline number 0721985566; available from 8:00a.m to 5:00 pm.
36. UDV, upon notification, reserves the right to amend and adjust the competition format and timings as it deems fit.
37. UDV reserves the right to amend the competition prizes as it deems fit at any point in the competition.
38. 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 competition, and UDV shall not be liable for any losses or other damage incurred by any person who does not heed this caution.
39. Although UDV has used reasonable efforts to ensure that all information and materials relating to the competition are accurate, UDV shall not be liable for any inaccuracy or errors in such information and/or material. UDV 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 UDV, its agents and sub-contractors including but not limited to force majeure events such as pandemics, government and county regulations, 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;
  - d. Any acts of negligence by the Employees of UDV, or any other service providers involved in this Competition or their agents, associates and contractors;
  - 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 award of a prize made to a person whom the participant alleges to be the wrong person.
40. UDV shall 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.
41. UDV 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 competition.
42. UDV accepts no responsibility for the failure of any third parties to fulfill their contractual obligations in relation to the competition.
43. The participants shall release and hold UDV free and harmless from liability excluded under these terms and conditions.
44. 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.
57. All updated Terms and Conditions shall be available for inspection on the [www.eabl.com](http://www.eabl.com) website. It is the responsibility of the participants to review these Terms and Conditions. The participant's continued participation in this competition shall be deemed to be the participant's acceptance of any changes to these Terms and Conditions.
58. 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 competition, the terms contained in these Terms and Conditions shall prevail.
59. 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.
60. These terms and conditions are subject to interpretation by UDV and any questions or disputes shall be resolved by UDV and the decisions reached thereafter shall be final.