



# CHEER OUR CHAMPIONS



## Terms and Conditions | TUSKER CHEER OUR CHAMPIONS PROMOTION

### 1. Eligibility

- 1.1 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.
- 1.2 Employees of East African Breweries Limited Group of companies (KBL, UDV, EAML, SBL, UBL) its distributors and stockists, bar owners and bar staff, Smart Printers Limited, Interactive Media Services Limited, Printpack Limited, KPMG Advisory Services Limited, Scanad Kenya Limited, Ogilvy Limited, Multi Color corporation limited Metal Crowns Limited, Saracen media LTD, Inter Management Group(IMG) Kenya Limited 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.
- 1.3 Kenya Breweries Limited ("KBL") 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 KBL's reasonable opinion, a winner is found to be ineligible, KBL reserves the right to require the return of any prize already awarded, in its sole discretion, in consultation BCLB and as such, the winner shall be disqualified.

### 2. Promotion period

- 2.1 The promotion shall run from 24th June 2021 to 27th September 2021. ("Promotion Period")
- 2.2 The Promotion is open to all consumers who purchase any of the following products registered under the Tusker Trademark namely, Tusker Lager 500ml bottle, Tusker Cider 500ml bottle, Tusker Malt 330ml bottle and Tusker Lite 330ml bottle.
- 2.3 KBL in conjunction with the Betting Control and Licensing Board (BCLB) reserves the right to change the promotional dates as it deems fit. Decisions made by KBL in consultation with BCLB shall be final and binding.

### 3. How to participate

- 3.1 To enter the promotion, consumers will be required to purchase any of the following brands: Tusker Lager, Tusker Cider, Tusker Malt or Tusker Lite and check under the crown to find a 7-character alphanumeric code. This code on its own does not guarantee a participant anything in return.
- 3.2 Participants will be required to compose a message (through SMS) by keying in the 7-character alphanumeric code under the crown which is valid for one (1) entry only and send it to a mobile short code number 29844. Each SMS entry sent 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 each SMS sent in error or by mistake by the participant in connection with this promotion.
- 3.3 On entry into the promotion, a participant will be required to confirm that he/she is above the age of 18 years and that he/she consents to the collection, processing and storage of personal data for the purposes of this promotion.
- 3.4 Failure by a participant to submit a response 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.
- 3.5 A participant to the promotion will have an option of sending an audio recording by dialling 011051884 or text of their cheer through number 29844 to get a chance for their messages to be shared with team Kenya. The text and voice message will be charged at normal operator charges. The purpose of this message is to encourage team Kenya and it does not guarantee a participant a chance to win any of the prizes. It shall not serve as a mechanic for entry into promotion.
- 3.6 Each SMS entry entitles the participant to enter into a daily draw and a weekly draw. Participants are limited to two SMS entries per day  
A unique number shall:  
A. be entitled to two eligible entries daily; and  
B. a maximum of fourteen eligible entries weekly.  
C. Any additional entries beyond the maximum entries will not be eligible.
- 3.7 All participants will be eligible to win daily prizes once a week
- 3.8 All participants will be eligible to win weekly prizes once through the Promotion period
- 3.9 In the event that a participant sends a code that is a guessed code or mistypes the code under the crown, the participant will receive a regret message to inform them that the code they have entered is invalid.
- 3.10 In the event that a participant sends a code under the crown which has already been sent to the Promotion short code, the participant shall receive a regret message stating that the code under the crown has already been used.

### 4. Opting out of the promotion

- 4.1 Participants can opt out of the Promotion by sending an SMS stating the word "stop" to the designated code. A consumer shall receive a message confirming that he/she has been de-registered from the promotion. Upon deregistration, the consumer shall not be eligible to win prizes in the Promotion.
- 4.2 If a consumer decides to participate in the promotion after opting out, they will be required to re-register.

### 5. Prizes

- 5.1 By entering the promotion, consumers stand a chance to win:  
A. 1,000 daily winners of Kshs 500 instant cash MPESA  
B. 500 daily winners of Kshs 1,000 instant cash MPESA  
C. 100 weekly winners of Team Kenya branded merchandise e.g. Jersey,  
D. 50 Weekly Winners of Enda sports shoes  
E. 2 Weekly winners of Amazing Kenyan Experience which entails a 4 days experience in one of the best Kenya destinations (e.g. Mombasa & Nanyuki) valued at Kshs 200,000.
- 5.2 All in kind prizes (prizes under sections C, D and E) are not redeemable in cash.
- 5.3 Delivery of prizes under C and D to winners shall be made within 4 weeks and will be communicated accordingly to winners.
- 5.4 The Amazing Kenyan trips will be scheduled on such dates as shall be agreed with the winners.
- 5.5 The winners of the Amazing Kenyan trips will be required to comply at all times with COVID-19 protocols.
- 5.6 All prizes are redeemable within 3 months after end date of promotion. Prizes are deemed to have been forfeited if uncollected 3 months after the end of the promotion
- 5.7 For daily cash prizes that are uncollected, they will be reconciled and reported to BCLB every month for approval. Upon approval the prizes will be eligible for re draws.

5.8 The nature and the number of prizes to be awarded may be varied by KBL in consultation with BCLB.

5.9 KBL 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 KBL against any damages that anyone may suffer as a result of the prize(s) or this Promotion including consequential and economic loss or any special, indirect, incidental, consequential or any other damage whatsoever and howsoever arising out of or in connection with this promotion. Any winning participant who does not take up the prize will be deemed to have forfeited the prize and KBL will not have any further liability on the matter.

### 6. Draws and selection of winners

- 6.1 Systems and controls around the selection of the winners have been validated by, KPMG Advisory limited an independent audit firm.
- 6.2 KBL in consultation with BCLB may select additional reserve winners to replace any winners of any of the prizes who may have been disqualified.
- 6.3 After selection of winners is done, the decisions made on the same including reward of prizes by KBL shall be final and binding.
- 6.4 The award of all winning prizes shall be subject to the authentication of the identity of a short-listed candidate or winner through the following: -  
A. Proof of identification: original identification card; or  
B. original passport
- 6.5 Prizes are redeemable in Kenya only and are not transferable. The branded merchandise are non-transferable and cannot be redeemed for cash and have no cash equivalent.
- 6.6 In the event that there are any taxes applicable to the prizes, KBL shall deduct the same from the prize and remit to the tax collection agency. The winners shall be presented with withholding tax certificates where applicable.

### 7. Notification of prize winners

- 7.1 Winners of the various prizes shall be informed in accordance with the guidelines 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 through SMS via 29844. Weekly winners will be notified through a phone call via 0721985566. For the avoidance of doubt missed calls and calls diverted to voicemail will not be deemed to have been awarded for purposes of the Promotion.
- 7.2 Winners of cash prizes will have payment transmitted to their phone 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.
- 7.3 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 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 winners. KBL and BCLB shall not entertain claims made after the expiry of said seventy two (72) hours and any decision made on the same by BCLB and KBL shall be final and binding.  
B. Confirmation of winner details provided to KBL against the information submitted by participant on entry into the promotion.
- 7.4 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, disqualified or unable to travel to collect the prizes.
- 7.5 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 for traffic congestion or unauthorized human acts.
- 7.6 Winners who are not registered with the designated mobile money service providers as selected by KBL for purposes of this Promotion will be required to collect their cash from the respective mobile money agents within 7 days as stipulated by the Communications Authority of Kenya regulations. Failure to do so will lead to them forfeiting their prize.
- 7.7 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.
- 7.8 If the winner cannot prove they are above 18 years of age, the prize shall be forfeited, and another winner will be selected.

### 8. Use of personal data

- 8.1 By participating in this Promotion, 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 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;  
I. 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.  
II. 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.
- 8.2 KBL has put in place technical and operational measures to protect your information from unauthorised access, accidental loss or destruction. Any disclosure of information shall be in accordance with applicable laws and regulations.
- 8.3 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.
- 8.4 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.

- 8.5 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.
- 8.6 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.
- 9. Disqualification and termination
- 9.1 The Promotion is offered at the sole discretion of KBL and KBL reserves the right, to amend or vary these terms and conditions or to suspend/amend/terminate the Promotion at any time. This terms and conditions will be published on the East African Breweries Limited website at [www.eabl.com](http://www.eabl.com) and printed on the Daily Nation and The Standard newspapers.
- 9.2 In case any of these circumstances arise, notice shall be given by KBL through media advertisements. The notice shall be effective immediately or on such date as shall be set out in such notifications.
- 9.3 On termination of this Promotion for any reason not attributable to the participants, the participants shall be required to redeem their prizes within three (3) months after the termination date.
- 9.4 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 acting reasonably.
- 9.5 If participation in the Promotion is terminated under any of the circumstances set out in this terms and conditions, the participant shall lose the right to redeem his/her prize and the same shall 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.
- 10. Other terms
- 10.1 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.
- 10.2 All queries and/or complaints should be directed to the Customer Care Helpline number 0721985566; available in the current business operating hours (8:AM:5:PM) provided always this may be amended subject to any changes on protocol for business operations in relation to COVID 19.
- 10.3 KBL, upon notification and approval by BCLB, reserves the right to amend and adjust the promotion format and timings as it deems fit.
- 10.4 KBL upon notification and approval of BCLB reserves the right to amend merchandize & cash prizes as it deems fit at any point in the Promotion.
- 10.5 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.
- 10.6 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 other problem 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 acts of negligence by the Employees of KBL, KPMG Advisory Services Limited, BCLB or any other service providers involved in this Promotion or their agents, associates and contractors;  
E. Any award of a prize made to a person whom the participant alleges to be the wrong person;  
F. Reliance upon any omission, inaccurate information or statement concerning any matter whatsoever relating to the participant or to KBL, or any other matter whatsoever.
- 10.7 All errors and/or omissions related to this promotion and/or promotional products should be reported in writing to KBL within 7 days of discovery of the error or omission. KBL does not warrant that all errors and omissions can be resolved to the satisfaction of participants, or at all and therefore errors and omissions are exempted.
- 10.8 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 and BCLB has any control over circumstances giving rise to the claim or not.
- 10.9 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.
- 10.10 KBL accepts no responsibility for the failure of any third parties to fulfill their contractual obligations in relation to a promotion.
- 10.11 The participants shall release and hold KBL free and harmless from liability excluded under these terms and conditions.
- 10.12 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.
- 10.13 KBL shall use the Olympic logo on the promotion bottles and different promotional materials.
- 10.14 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 Promotion shall be deemed to be the participant's acceptance of any changes to these Terms and Conditions.
- 10.15 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.
- 10.16 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.
- 10.17 These terms and conditions are subject to interpretation by KBL and any questions or disputes shall be resolved by KBL and BCLB and the decisions reached thereafter shall be final.