

UDV (KENYA) LIMITED “WAKILISHA HUSTLE” NATIONAL CONSUMER PROMOTION TERMS AND CONDITIONS

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, bar owners and bar staff, Smart Printers Ltd, K.K Security, IMS Ltd, Skanem Inter Labels Africa, J. Walter Thompson, Scanad, EXP Ltd, Technobrain Limited, Media Edge Ltd, KPMG, 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”) 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 consultation with KPMG, BCLB and such winners shall be disqualified.

Promotion Period

4. The Promotion is open to all consumers who purchase 250 ml or 350ml Kenya Cane UDV brands and shall run from 23rd October 2017 to 16th December 2017.
5. UDV reserves the right to change the promotional dates as it deems fit. Decisions made by UDV shall be final and binding.

How to Participate

6. To enter the promotion, you shall be required to purchase a 250ml or a 350ml Kenya Cane promotional bottled product and 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 key in the 7 character alphanumeric code on the scratch panel, which shall be valid for one (1) entry only, and send it to a mobile short code number 21199 via SMS. Each SMS sent shall be charged at a rate of Kshs 1/- only for all mobile network subscribers (Safaricom, Airtel, & Telcom).
8. In addition to submitting the code under the panel a, participant shall be required to enter additional information including, but not limited to, name and age. Successful completion of which shall earn the participant KES 10 airtime. Two SMS entries per day shall entitle the participant to enter into a monthly competition to win the grand prize.
9. A participant shall receive a regret message indicating that the 7 alphanumeric code entered is invalid if the participant sends a blank text message, a guessed code or mistypes the 7 character alphanumeric code.
10. In the event that a participant sends a 7 character alphanumeric code on the scratch panel, which has already been sent to the Promotion short code 21199, the participant shall receive a regret message stating that the code on label has already been used.
11. A unique number shall be eligible to win Ksh 10 worth of airtime only once a day and shall be entered into a database where eligible entries shall be selected to tell their Wakilisha Hustle story on participating regional radio stations. Listeners shall then be called upon to vote for their favorite stories and whichever story gets the most votes shall win a prize. Voting at a cost of KES 1/- shall be done via short code 21199 only. Any additional entries beyond the maximum entries in a day shall not be eligible.
12. Participants can opt out of the Promotion by sending an sms stating the word “stop” to 21199. You shall receive a message confirming that you have been de-registered from the promotion. Upon deregistration, you shall not be eligible to win prizes in the Promotion. However, your entry shall be retained in the promotional database.

Prizes

13. A participant in the Promotion shall only be eligible for the Hustle Story competition once during the Promotion period.
14. The Ksh 10 worth of airtime shall only be applicable on mobile network subscribers Safaricom, Airtel, & Telcom.
15. Valid entries shall also be entered into a database to participate in the Wakilisha Hustle story competition. Listeners shall vote for their favorite story through sending an sms to the short code 21199 and the stories that obtain the highest number of votes shall be eligible to win various prizes not more than Kshs. 50,000 which shall be limited to the presented Hustle story.

16. The nature of prizes to be awarded and the number of prizes to be awarded may be varied by UDV.
17. Prizes are redeemable in Kenya only and are not transferable.
18. 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 the prize(s) or this Promotion including consequential and economic loss.

Draws and Selection of Winners

19. Systems and controls around the selection of the winners have been validated by KPMG an independent audit firm.
20. Within each region the first top ten (10) participants with the most valid entries as recorded in the database shall be selected to participate in the Wakilisha Hustle story competition. The contact information of the participants shall be sent to the regional radio station.
21. Participating regional radio stations shall call the top ten (10) participants and request for their Hustler story with reference to their entrepreneurship journey. At the discretion of UDV, the 5 most engaging stories shall be selected for the final round. These top 5 stories shall be aired on radio for a period of 7 days and listeners shall be asked to vote for the 2 most engaging stories. Voting by listeners shall be via sending an sms to the short code 21199 only. Voting for the best story shall take place in 10 pre-selected regions with 2 winners per region.
22. The two winners shall provide to UDV a ‘wish list’ of tangible items that shall contribute towards their specific hustle story. UDV shall at its discretion decide what prizes to award the 2 winners. There shall be a value limit of KES 50,000. Any decisions made on the same by UDV shall be final and binding.
23. UDV may select additional reserve winners to replace any winners of any of the prizes who are subsequently disqualified.
24. After selection of winners is done, the decisions made on the same including reward of prizes by UDV shall be final and binding.
25. 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/original passport
26. 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. The winners shall be presented with withholding tax Certificates where applicable.

Notification of Prize Winners

27. 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 UDV shall be final and binding.
28. Winners of the Ksh. 10 airtime shall have the airtime 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.
29. The award of prizes for the Wakilisha Hustle Story 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 forms of identification: original National Identification Card/original Passport within forty eight (48) hours from the notification of winners. UDV and BCLB shall not entertain claims made after the expiry of said forty eight (48) hours and any decision made on the same by and UDV shall be final and binding.
30. Subject to any technical issues beyond UDV’s control, participants of the Wakilisha Hustle story competition shall be called by the regional radio station. If the call is not answered within 3 attempts on the selection day (9am to 4pm) 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 shall be deemed to have been forfeited and another winner selected based on the incoming order of valid entries. Competition winners shall have their prize handed over to them by UDV’s appointed agent within (3) three months of being declared as the winners.
31. No responsibility shall 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, or any computer, telephone, cable, network, electronic or internet hardware or software malfunctions including the participant’s equipment’s, failures, connections, availability, for the acts or omissions of any service provider, internet, accessibility or availability or for traffic congestion or unauthorized human act.
32. UDV shall not accept liability where a winner for one reason or another cannot access their airtime 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 service.

33. If upon notification the selected Wakilisha Hustle story competition winners do not claim the prize within three (3) months after the end of the promotion they shall be deemed to have forfeited the same.
34. If the winner cannot prove they are above 18 years of age, the prize shall be forfeited and another winner selected.

Use of Personal Data

35. By participating in this Promotion you are deemed to have granted UDV the right to contact you for further information.
36. By participating in the Promotion, all winners of the prizes shall be deemed to have granted UDV during the promotion and within one year after the end of the promotion 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 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.
37. 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.
38. 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 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

39. The Promotion 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 Promotion at any time.
40. 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.
41. 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.
42. UDV 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 UDV
43. If participation in the Promotion is terminated under any of the circumstances set out in clause 40 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

44. All queries should be directed to the Customer Care Helpline number 0792111112; available from 8:00a.m to 5:00 pm.
45. UDV, upon notification, reserves the right to amend and adjust the promotion format and timings as it deems fit.
46. UDV, reserves the right to amend the competition 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 shall 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 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 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 unforeseen defects in promotional materials supplied or manufactured by third parties including but not limited to labels and crowns; and

d. any acts of negligence by the Employees of UDV, KPMG, BCLB or any other service providers involved in this Promotion or their agents, associates and contractors.

e. 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 resolved to the satisfaction of participants, or at all and therefore errors and omissions are exempted.

49. 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 and BCLB has any control over circumstances giving rise to the claim or not.

50. 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 promotion.

51. UDV accepts no responsibility for the failure of any third parties to fulfill their contractual obligations in relation to a promotion.

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

53. 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.

54. 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.

55. 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.

56. 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.

57. These terms and conditions are subject to interpretation by UDV and any questions or disputes shall be resolved amicably by UDV, BCLB and KPMG and the participant through a mediation process.