

SMIRNOFF BATTLE OF THE BEATS COMPETITION - TERMS AND CONDITIONS

Eligibility

- This competition is restricted to Kenyan Citizens or Legal Kenyan Residents above the age of eighteen (18) years only. Proof of age and citizenship shall be required prior to participation and redemption of any prize.
- Employees of East African Breweries Limited Group of companies (, UDV, KBL, EAML, SBL, UBL, KASL) its distributors and stockists, bar owners and bar staff, Smart Printers Limited, Exact Experiential, WPP Scangroup, Ascent, Saracen media LTD, Competition judges and any other supplier or third party directly involved with 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.
- 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, in its sole discretion and as such, the winner shall be disqualified.

Competition period

- The competition shall run from 06 October 2023 to 30th June 2024. ('Competition Period')
- 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

- To participate the competition, consumers over the age of eighteen (18) will be required to share a maximum of 3 Minute video DJ mix of their own making on Facebook or Instagram page and tagging the brand @ SmirnoffKE.
- 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.
- Applications will not be processed if participant(s) fail to confirm that they are above the legal age of 18 years. A participant will be required to complete the registration process to participate in the competition.
- The uploaded video / or audio will be pre-vetted by a panel of judges to select submissions that will be invited for the Unleash your Edge Fiesta for live auditions.
- Invitations to auditions will be done per region after the pre-vetting process. Communication will be via direct message, from the official Smirnoff Kenya Facebook or Instagram page.
- In the event an applicant submits more than one application, the first application will be considered and subsequent applications will be rejected
- All participants will be eligible to win prizes in Regional and National competitions, subject to the decision of the panel of judges and the criteria of rewards set out by UDV.

Opting out of the competition

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

Prizes

- The five (5) successful regional participants in the competition will win a 2TB -Flash Disk, Headphones, and A Smirnoff hamper.
- The grand finale successful participant will be rewarded with;
- 2-TB Flash Disk
- Headphones
- Mac Book Laptop
- DJ Deck
- Flight Case
- The grand prize for the successful participants in Battle of the Beats is not redeemable in cash.
- All prizes are redeemable within 3 months after end date of competition. Prizes are deemed to have been forfeited if uncollected 3 months after the end of the competition
- For prizes that are uncollected, they will be reconciled and returned to KBL upon which a decision will be made in consultation with the organisers.
- The nature and the number of prizes to be awarded may be varied by UDV.
- 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 competition 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 competition. 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.

Selection of winners

- As and where applicable UDV may select additional reserve winners to replace any winners of any of the prizes who may have been disqualified, subject to the competition timelines and ongoing activities.
- The decisions made by the judges in competition at the live auditions are final and binding.
- The twelve participants from the regional competition will battle it out on

live television and will be subjected to public vote which will contribute to the final regional winner.

- All regional winners will battle it out during the last Unleash Your Edge Fiesta of the year for the selection of the grand winner by the judges.
- After selection of winners is done, the decisions made on the same including reward of prizes by UDV shall be final and binding.
- 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: -
 - Proof of identification: original identification card; or
 - original passport
- 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.
- 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

- 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. 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.
- The award of prizes 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
 - Proof of identification: original National Identification Card or original Passport within seventy two (72) hours from the notification of winners. 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.
 - Confirmation of winner details provided to UDV against the information submitted by participant on entry into the competition.
- 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.
- If the winner cannot prove they are above 18 years of age, the prize shall be forfeited, and another winner will be selected.

Use of personal data -

- By participating in this Competition, you are deemed to have knowledge of and consent to the following:
 - the collection, processing, and retention of your personal data for purposes of administering this competition including but not limited to use of winners' pictures for competition purposes.
 - 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.
- UDV 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.
- By participating in the Competition, all 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.
- 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.
- 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.
- 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

- 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 Limited website at www.eabl.com, and at the official Smirnoff Kenya Facebook and Instagram pages.

- 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.
- On termination of this Competition 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.
- UDV reserves the right to terminate any participant's participation in the Competition or their registration upon: -
 - Detection of fraud or attempted fraud relating to the participant or their registration; or
 - Breach of any of these terms and conditions; or
 - Such circumstance as may be determined by UDV acting reasonably; or
 - declining to attend the competition stages – 'drop-offs'
- If participation in the Competition is terminated under any of the circumstances set out in clause 42 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

- 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.
- UDV reserves the right to amend and adjust the competition format and timings as it deems fit.
- UDV 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 Competition, and UDV shall not be liable for any losses or other damage incurred by any person who does not heed this caution.
- Although UDV has used reasonable efforts to ensure that all information and materials relating to the competition 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: -
 - 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;
 - 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 competition packs, any entry being lost or not properly received, registered or recorded;
 - any unforeseen defects in competition materials supplied or manufactured by third parties including but not limited to labels and crowns;
 - any acts of negligence by the Employees of UDV, or any other service providers involved in this Competition or their agents, associates and contractors;
 - Any award of a prize made to a person whom the participant alleges to be the wrong person;
 - Reliance upon any omission, inaccurate information or statement concerning any matter whatsoever relating to the participant or to KBL, or any other matter whatsoever.
- All errors and/or omissions related to this competition and/or competition products should be reported in writing to UDV 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.
- 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 KBL has any control over circumstances giving rise to the claim or not.
- 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.
- KBL accepts no responsibility for the failure of any third parties to fulfil their contractual obligations in relation to a competition.
- The participants shall release and hold UDV 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.
- 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 Competition 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 Competition, 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 UDV and any questions or disputes shall be resolved by UDV and the decisions reached thereafter shall be final.

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