



TERMS AND CONDITIONS

The following terms and conditions apply exclusively to the Chromoka National Consumer Promotion and all participants in the promotion are deemed to have read, understood and accepted the same.

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 PLC and its affiliates (KBL, UDV, EAML, SBL, UBL) its distributors and stockists, bar owners and bar staff, Suppliers including but not limited to Smart Printers Ltd, K.K Security, Interactive Management Services Limited, Skanem Inter Labels Africa, J. Walter Thompson, Scanad, Ogilvy Africa Limited, Ogilvy Public Relations Limited, KPMG Advisory Services 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 UDV (Kenya) Limited (UDV) 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 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 Advisory Services Limited and BCLB and as such winners shall be disqualified;

2. Promotion period

- 2.1 The Promotion is open to all consumers who purchase any 250ml or 750ml bottle of either of the following participating brands: Chrome Vodka and Chrome Gin. The promotion shall run from **4th September 2025 to 2nd December 2025**;
- 2.2 UDV, 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 UDV in consultation with BCLB shall be final and binding;

3. How to participate in the promotion

- 3.1 To enter the promotion, consumers shall be required to purchase any 250ml or 750ml of either of the participating brands Chrome Vodka or Chrome Gin, scratch the panel on the label to find 8-character alphanumeric code. This code on its own does not guarantee a participant anything in return;
- 3.2 Participants shall be required to submit the 8-character alphanumeric code found under the scratch panel to a mobile short code number 22110, via SMS;
- 3.3 Each SMS 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 UDV 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;
- 3.4 On entry into the promotion, a participant will be required to register by confirming 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;
- 3.5 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;
- 3.6 Participants are eligible to submit **two valid SMS** entries per day. Each entry shall entitle a participant to a chance to enter into draws where they have the opportunity to win any of win any of the prizes detailed in section 5 of these terms and conditions;
- 3.7 All participants will be eligible to win daily prizes once in the promotion period;
- 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 8-character alphanumeric code found on the scratch panel, the participant will receive a regret message to inform them that the 8-digit code on the scratch card is invalid;
- 3.10 In the event that a participant sends a code from the scratch card that was intended for use in the previous promotions, the participant will receive a regret message saying the 8-character alphanumeric code on the scratch card is invalid as it is from the previous promotion;
- 3.11 In the event that a participant sends an 8-character alphanumeric code on the scratch panel, which has already been sent to the Promotion short code 22110, the participant shall receive a regret message stating that the code on label has already been used;
- 3.12 Each valid SMS submission grants the participant entry into a daily, weekly, monthly or the grand draw. Participants may submit a maximum of two valid SMS entries per day. A participant's mobile phone number shall only submit a maximum of fourteen valid entries weekly. Any additional entries beyond the maximum entries will not be eligible;

4. Opting out of the promotion

- 4.1 Participants can opt out of the Promotion by sending an SMS stating the word "stop" to 22110. 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;
- 4.2 If a participant decides to return to the promotion after opting out, they will be required to re-register, subject to the promotion duration;

5. Prizes

- 5.1 By gaining entry to the promotion, participants stand a chance to win either of the following during **daily draws**:
 - a) Instant airtime of Ksh. 100 or Ksh. 250 in daily draws;
 - b) Instant mobile money valued at Ksh. 500 in daily draws;

Either of the following during weekly draws:

- a) Shopping vouchers valued at Ksh. 5,000;
- b) Chrome branded shoes;
- c) Mobile phones;
- d) Bluetooth speakers;
- e) A content creator kit; or
- f) A digital art pad;

Either of the following during monthly draws:

- a) Laptops; or
- b) 5 day 'creator' master class.

Grand Draw

At the end of the promotion 10 lucky participants will stand a chance to win Kes 1.Million shillings each in the grand draw;

- 5.2 All prizes are redeemable in Kenya. All non-cash prizes are not redeemable as cash equivalents and neither can they be exchanged for other prizes or be transferred;
- 5.3 The nature of prizes to be awarded and the number of prizes to be awarded may be varied by UDV in consultation with BCLB;
- 5.4 Daily airtime winners will receive their prizes through airtime vouchers to be sent via SMS from short code 22110;
- 5.5 Daily instant cash winners will receive their monies via mobile money services;
- 5.6 Shopping vouchers will be redeemable at select nationwide outlets that will be communicated as part of the award SMS message. Each shopping voucher should be redeemed within 6 months of receipt;
- 5.7 Chrome shoes will be redeemable at select shoe partner stalls across Kenya which will be communicated as part of the award SMS message;
- 5.8 All 'tech' devices up to and including the mobile phones, the Bluetooth speakers, content creator kits, digital, art pads and laptops shall be collected from UDV(K) offices as facilitated by (PR Agency). The authorised dealers of each prizes will be responsible for fulfilling warranty issues to winners according to each prize. UDV does not give any warranties as to the quality, maintenance or any related issues in any manner whatsoever with respect to these prizes;
- 5.9 The '5 day creator master class' will be organised by a service provider;
- 5.10 Winners of the Kes 1 million grand prize will receive their monies through cheque or via electronic transfers (this will be a direct debit to their account);
- 5.11 All prizes are redeemable within 3 months after the end date of the promotion. Prizes are deemed to have been forfeited if uncollected 3 months after the end of the promotion;
- 5.12 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.

6. Selection of Winners

- 6.1 Winners shall be selected randomly through an automated draw system. Systems and controls around the selection of the winners have been validated by KPMG Advisory Services Limited an independent audit firm.
- 6.2 Winners of the Promotion will be selected randomly by the servers of Interactive Media Services Limited in the presence of BCLB, KPMG and authorised UDV staff whenever possible.
- 6.3 UDV in consultation with BCLB may select additional reserve winners to replace any winners of any of the prizes who may have been disqualified.
- 6.4 After selection of winners is done, the decisions made on the same including reward of prizes by UDV shall be final and binding.
- 6.5 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: -
 - a) Original National Identification Card; or
 - b) Original Passport
- 1.6 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.
7. **Notification of prize winners**
- 7.1 Daily winners will be notified and contacted directly through via an SMS from the short code 22110;
- 7.2 Weekly, monthly and grand prize winners will be notified through a phone call via the telephone number 0721985566;
- 7.3 UDV will make attempts to contact the selected winners. If the selected winner 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 UDV will thereafter attempt to call a reserve winner's number as selected pursuant to condition 6.4. above;
- 7.4 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;
- 7.5 UDV reserves the right to verify the eligibility of the winner in line with the terms and conditions. If it is found that the winner was ineligible to the promotion, he/she is disqualified and forfeits the prize, and the next runner up will be contacted;
- 7.6 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;
- 7.7 Winners of instant cash prizes will have payment transmitted to their phone through mobile money transfer services.

The winners will receive a notification through their Telco provider and a confirmation message from the short code 22110). 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.

- 7.8 The award of prizes for the Chromoka Promotion shall be subject to the authentication of such information as shall be considered suitable for verification by UDV 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 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; and
 - b) Confirmation of winner details provided to UDV against the information submitted by the participant on entry into the Promotion.
- 7.9 Participants in the Promotion must be registered with a recognized mobile money service provider in Kenya. Winners who are not registered with the designated mobile money service providers as selected by UDV 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 Commission of Kenya regulations. Failure to do so will lead to them forfeiting their prize.
- 7.10 Winners of the Kes.1M shillings prize will be expected to have a bank account which will allow cash transfer. In the event a winner does not have a bank account, they will be expected to open an account and share proof with UDV before transfers will be carried out;
- 7.11 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.
- 7.12 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.
- 7.13 If the winner cannot prove they are above 18 years of age, the prize shall be forfeited, and another winner selected.
8. **Use of personal data**
- 8.1 By agreeing to participate in the promotion you are deemed to have granted UDV permission to contact you for further information between **4th September 2025 to 2nd December 2025**.
- 8.2 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) UDV may use participants personal information for reasonable commercial purposes such as;
 - to communicate with 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;
- 8.3 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;
- 8.4 By participating in the promotion, all winners of the prizes shall be deemed to have granted UDV 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 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;
- 8.5 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 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;
- 8.6 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;
- 8.7 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.
9. **Disqualification and termination**
- 9.1 The promotion is offered at the sole discretion of UDV and UDV 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 on the local national newspaper;

- 9.2 In case any of these circumstances arises, notice will be given by UDV through media advertisements. The notice will 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, participants will be required to redeem their prizes within three (3) months after the termination date;
- 9.4 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 and BCLB acting reasonably;
- 9.5 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, UDV 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 to 5:PM);
- 10.3 UDV upon notification and approval by BCLB, reserves the right to amend and adjust the promotion format and timings as it deems fit;
- 10.4 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 Promotion, and UDV shall not be liable for any losses or other damage incurred by any person who does not heed this caution;
- 10.5 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 acts of negligence by the Employees of UDV, KPMG Advisory Services Limited, or any other service providers involved in this Promotion or their agents, associates, and contractors;
 - c) any unforeseen defects in promotional materials supplied or manufactured by third parties including but not limited to labels and crowns;
 - d) Any award of a prize made to a person whom the participant alleges to be the wrong person; and
 - 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;
- 10.6 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;
- 10.7 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;
- 10.8 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;
- 10.9 UDV accepts no responsibility for the failure of any third parties to fulfil their contractual obligations in relation to the promotion;
- 10.10 The participants shall release and hold UDV free and harmless from liability excluded under these terms and conditions;
- 10.11 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;
- 10.12 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;
- 10.13 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;
- 10.14 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; and
- 10.15 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.