



TERMS AND CONDITIONS FOR 'PAY INTO ANY VOOMA TILL OR PAY BILL AND YOU COULD WIN A RIDE IN THE WRC CHOPPER' PROMOTION

This Agreement sets out the specific Terms and Conditions ("Terms and Conditions") on which KCB Bank Kenya Limited ("KCB Bank") seeks to reward its Customers with a Chopper ride during the World Rally Championship (WRC) event at Naivasha, to be held from 24 June 2021 to 27 June 2021. The Chopper ride will be offered to selected Winners who have made their utility bill payments and/or purchase payments at Merchants, through the Vooma Till or Vooma Paybill (Vooma Till/Paybill) platform during the period from 10 June 2021 to 21 June 2021 (hereinafter referred to as the "Promotion").

By participating in the Promotion, you will be deemed to have read, understood, and accepted all the Terms and Conditions herein below.

1. Definitions

- 1.1 "Chopper" means a KCB sponsored helicopter present at the rally site during the WRC event;
- 1.2 "Customer", "You", means the person who has registered their identification details in the Vooma platform, including KCB Bank staff, unless otherwise stated;
- 1.3 "KCB Bank" means KCB Bank Kenya Limited company incorporated under the Companies Act licensed under the Banking Act to provide banking and financial services in the Republic of Kenya, whose address is care of post office Box Number 48400-00100, Nairobi including but not limited to its successors in title and permitted assigns (whether immediate or derivative);
- 1.4 "KCB Group Plc" means a non-operating holding company licensed as such under the Banking Act whose subsidiaries include KCB Bank;
- 1.5 "Merchant" means business owner(s) with the KCB Bank Vooma Till/Paybill branded signage for Customers to effect payment;
- 1.6 "Vooma" is a mobile wallet service from KCB Bank that enables you to pay for goods and services, borrow loans and save money via your mobile phone;
- 1.7 "Winner" means every "50th" person, to make payment into a Vooma Till/Paybill during the Promotion Period as defined in clause 2.

2. Promotion Period

- 2.1 The Promotion Period will run on specific days as stated in clause 2.2, within a 19-day period from from 10 June 2021 @0000hrs to 21 June 2021 @2359hrs or such other extended period as KCB Bank shall in its sole discretion determine ("Promotion Period").



2.2 The specific days the Promotion will run are tabulated below:

Week	No of Winners in Week	No. of Customers to win per week	Specific Promotion Days (KCB Bank Staff)	Specific Promotion Days (KCB Bank Customers)
Week 1 (10 June 2021 – 13 June 2021)	1 winner	1 Customer	None	Saturday 12 June 2021
Week 2 (14 June 2021 – 20 June 2021)	2 winners	1 staff, 1 Customers	Tuesday 15 June 2021	Saturday 19 June 2021
Week 3 (21 June 2021)	1 winner	1 Customer	None	Monday 21 June 2021

3. Promotion Eligibility

- 3.1 The Promotion is open to any Customer, who shall transact through Vooma Till/Paybill platforms by making utility bill payments and/or making payments at Merchants during the Promotion Period.
- 3.2 Both the Customers and KCB Bank Staff shall only be eligible to participate in the specified days within the Promotion Period.
- 3.3 You need to have been registered in the Vooma platform to be eligible.

4. How to Participate in the Promotion

- 4.1 All registered users of Vooma will be automatically opted into the Promotion.
- 4.2 For You to participate in the Promotion, You are required to make utility bill payments or payments at Merchants, of any amount within the Promotion Period.
- 4.3 For You to be a Winner, You must be the 50th Customer, on any of the specified days of the Promotion Period, to make utility bill payment(s) or payments at Merchants through Vooma Till/Paybill.
- 4.4 Should the number of Customers participating in the Promotion, in a specified day be less than 50, then the last Customer to make utility bill payment(s) or payments at Merchants through Vooma Till/Paybill, shall be considered as the Winner for that specific day.
- 4.5 Winners shall be selected on the specified day of the Promotion and shall be contacted via SMS and/or phone call from KCB Bank at the end of the week.
- 4.6 You can only win once during the Promotion Period notwithstanding a later transaction carried out during any day of the Promotion Period. KCB Bank reserves the right to vary this condition at their discretion.

5. Promotion Reward and Notification

- 5.1 The Winner(s) will be notified via SMS and/or a phone call from KCB Bank and/or any other channel available to KCB Bank.
- 5.2 KCB Bank shall thereafter advise the Winner on the time and place the Chopper trip shall take place and any other related information.



- 5.3 KCB Bank will make not less than six call attempts over a forty-eight (48) hour period to contact you. If you do not answer any of the call attempts within the prescribed period and satisfactorily identify yourself, you will be deemed to have forfeited the chance of winning the Chopper trip and KCB Bank will thereafter call the reserve winners selected as provided in clause 5.14.
- 5.4 For the avoidance of doubt, missed calls and calls diverted to voice mail will not be deemed to have been answered for purposes of the Promotion.
- 5.5 The Winner(s) will be provided with tickets for entry to the WRC event site and the Chopper ride for the specific date.
- 5.6 The Winner(s) will be required to collect the tickets at their nearest KCB Bank Branch, as shall be advised.
- 5.7 The Chopper trip shall only take place on the days of the WRC rally event (25 June 2021 – 27 June 2021).
- 5.8 The Winner(s) shall only be entitled to the tickets and every Winner must therefore make arrangements for their own accommodation and transport to and from the venue.
- 5.9 Each Chopper trip shall have 2 Winners in addition to the pilot and relevant personnel.
- 5.10 The Chopper trip will be above the WRC rally site/track and is expected to last about 15 – 20 minutes. All flight times quoted are approximate. The Chopper trip may vary either way, on the day, subject to air traffic, weather and/or operational requirements.
- 5.11 There shall only be two (2) Chopper trips per day. KCB Bank reserves the right to increase or reduce the Chopper trips as it deems fit without any notice to You.
- 5.12 The Winner(s) will be required to promptly show up on the specified day, at the specified time, in the specified place to be able to access the Chopper for the trip.
- 5.13 The Winner(s) must show their original National Identification Card and sign a disclaimer form before boarding the Chopper.
- 5.14 KCB Bank may select additional reserve winners, who are next in line after the Winner, to replace any of the Winners who are subsequently disqualified either due to medical conditions or provision of false information or those who decline the Chopper reward trip.
- 5.15 All Chopper trips are carried out subject to suitable weather conditions, aircraft serviceability and operational requirements being met, as such all Chopper trips are subject to cancellation at short notice. In the event of your Chopper trip being cancelled for any reason whatsoever, KCB Bank will not be responsible for the costs of travel, accommodation or any other associated costs incurred.
- 5.16 Winners wishing to take/use cameras and/or other photographic equipment on the Chopper, do so entirely at their own risk.

6. Privacy and Data Protection

- 6.1 KCB Bank is permitted by law to collect certain personal data and are legally obligated to deny you the Vooma Till/Paybill service if such information is not availed. Apart from the legal obligation mentioned above, KCB Bank also needs to collect your personal data for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.
- 6.2 KCB Bank may work with additional third parties in the Promotion and the Customer hereby explicitly and unambiguously consents to the collection, use and transfer of personal data, between KCB Bank and its affiliates/subsidiaries, in relation to this Promotion.
- 6.3 The Customer consents to receiving notifications, SMS', calls, and other forms of communication from KCB Bank in respect of marketing activities of the Promotion.



KCB Bank is committed to respecting and protecting the privacy of the personal data collected from the Customer. KCB Bank Privacy Policy, as updated from time to time, explains how we treat your personal data, who we share your personal information with and measures taken to protect your privacy when you use our Services. This can be found on KCB Group Plc Data Privacy Policy found on KCB's Group PLC's website (<https://kcbgroup.com/privacy-policy/>). If unable to access the link or our website, please reach us on any of our Customer care channels to receive a copy as provided for in clause 11.6

- 6.4 By accepting the Chopper reward trip, you shall also be required to expressly grant KCB Bank the right to use and publish your name, picture and/or video in such media as KCB Bank may choose (including but not limited to the internet) for information, advertising and promotional purposes without additional consideration.

7. Force Majeure

No party shall have any claim against the other party (the "Affected Party") for any delay or failure by the Affected Party to carry out any of its obligations under these Terms and Conditions arising or attributable to acts of God, fire, epidemic, pandemic, war, terrorism, labour action or unrest, failure of suppliers or contractors, law, government or regulatory requirements, or any other cause whatsoever beyond the control of the Affected Party.

8. Amendment and Termination

KCB Bank reserves the right at its own discretion to amend these Terms and Conditions with or without prior notice yourself. Termination of the Promotion will occur upon the lapse of the Promotion period or at such earlier or later time as determined by KCB Bank at its sole discretion with or without prior notice yourself.

9. Exclusion of Liability

- 9.1 In the absence of negligence on its part, KCB Bank shall not be responsible for any loss suffered by you should the services be interfered with or be unavailable by reason of
- 9.1.1 The failure of any of your equipment, or
 - 9.1.2 Any other circumstances whatsoever not within KCB Bank's control including, without limitation, force majeure, terrorist or any enemy action and adverse weather or atmospheric conditions.
- 9.2 In the absence of negligence on its part, KCB Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:
- 9.2.1 Any fraudulent or illegal use of the services, the system and/or your equipment; or
 - 9.2.2 Your failure to comply with these Terms and Conditions and any document or information provided by KCB Bank concerning the use of the system and the services.
- 9.3 Under no circumstances shall KCB Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the services even where the possibility of such loss or damage is notified to the Bank.
- 9.4 In the absence of negligence on its part, KCB Bank shall not be responsible for any loss suffered by you should the Chopper trip be interfered with or be unavailable by reason of



- 9.4.1. The failure of any part of the Chopper, or
 - 9.4.2 Any technical glitch advised by the pilot; or
 - 9.4.3. Any other circumstances whatsoever not within KCB Bank's control including, without limitation, force majeure, terrorist or any enemy action and adverse weather or atmospheric conditions.
- 9.5 All Winners warrant and confirm that they are in reasonably good health and if in doubt they should seek the medical advice of a doctor. KCB Bank shall not be liable for any injuries sustained due to a misleading/falsified medical condition by a Winner as at the time of flying. Additionally Winner(s) must not be intoxicated during the Chopper trip and accordingly indemnify KCB Bank for any losses or damage suffered as a result of or in connection with intoxication. The Pilot as Captain of the Chopper, has at his/her discretion the right to refuse to carry any person onboard the Chopper whom they consider to be under the influence of alcohol or drugs or who is acting inappropriately in any manner or way. The Pilot's word is final in this instance.
- 9.6 KCB Bank has taken all necessary insurances and precautions to ensure the Winners have a safe trip. Whilst every reasonable precaution will be taken to ensure the safety of all Winners aboard the Chopper, it shall be noted that KCB Bank cannot be held liable for any loss, damage or injury to any Winner(s) or their property/belongings, which does not result from direct negligence.
- 9.7 No warranty or guarantee is given by KCB Bank in relation to this Promotion. KCB Bank shall not be liable or responsible for any loss, liability, damage or injury suffered or sustained to person or property (including but not limited to, consequential loss) by reason of any act or omission by KCB Bank or its staff or agents in connection with the Promotion.
- 9.8 No responsibility will be accepted by KCB Bank for 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 act during the Promotion.
- 9.9 KCB Bank accepts no liability for the actions or decisions of the Customer. Acceptance to participate in this Promotion shall be for all KCB Customers on Vooma platform unless otherwise provided in this Agreement.
- 9.10 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.
- 9.11 KCB Bank intends that the benefits of indemnities given against or in our favour in Clause 9 of these Terms and Conditions are entitled to be enforceable by the vendors, Ventura Aviation Limited and any of its permitted assigns or affiliates as provided for in the separate agreement between the parties, subject to the limits set therein and insurance coverage provided.

10. Governing Law and Dispute Resolution

- 10.1 These Terms and Conditions are governed by the Laws of Kenya and any disputes will be subject to the Laws of Kenya.
- 10.2 Should any dispute of whatever form arise from or in connection with these Terms and Conditions, then the dispute shall, unless the Parties otherwise agree in writing:
- 10.2.1 In the first instance be referred to in good faith negotiations and discussions by the Parties.



10.2.2 Failing resolution by in good faith negotiations, the dispute shall be resolved by way of binding arbitration. The parties shall agree on one arbitrator to settle the dispute. In default of such Agreement, within fourteen (14) days of the notification of a dispute, upon the application of either Party, the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitrators of the United Kingdom shall appoint an arbitrator to settle the dispute.

10.2.3 All seat of arbitration shall be in Nairobi.

11. Other Terms and Conditions

11.1 These Terms and Conditions constitutes the entire agreement between the Parties relating to the Promotion and supersedes all other oral or written representations, understandings or agreements.

11.2 These Terms and Conditions and any rights or liabilities accruing thereunder may not be assigned by you to any other person.

11.3 These Terms and Conditions and/or any amendments to them are available at <https://vooma.co.ke/>

11.4 Customers are required to keep themselves updated on the Terms and Conditions of this Promotion.

11.5 The decision of KCB Bank on all matters relating to this Promotion is final.

11.6 If you have any questions/complaints regarding the Promotion please contact us in person, in writing, by post, email or by telephone. The following may be used: SMS number 22522 and WhatsApp number +254711087087 or you can contact us by via our Customer Care contacts on contactcentre@kcbgroup.com, +254 711 087000, +254 732 187000, +254 20 2287000.

11.7 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

11.8 No undertaking shall be limited or restricted by reference to or interference from any other separate acknowledgment and /or undertaking.

11.9 If any provision or undertaking of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as not affecting the remainder of these Terms and Conditions.

11.10 No failure or delay by either yourself or KCB Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

KCB Bank Kenya Limited is regulated by the Central Bank of Kenya.