

IT JUST MAKES CENTS' REWARD CAMPAIGN TERMS AND CONDITIONS

This Agreement sets out the specific terms conditions ("Terms and Conditions") on which KCB Bank Kenya Limited ("KCB Bank") is running a promotion dubbed #ItJustMakesCents to reward its Customers for using the KCB Bank International Money Transfer Services (hereinafter referred to as the "Campaign").

The Terms and Conditions governing the Campaign are as stipulated herein below.

1. Definitions

- 1.1 "Campaign Period" means the running period of the promotion being 1 July 2022 to 30 September 2022, both days inclusive.
- 1.2 "Customer" means both KCB Bank account holders and non-KCB Bank account holders who send to and/or receive money internationally at any KCB Bank Branch countrywide, during the Campaign Period.
- 1.3 "IMTS" means the International Money Transfer Services provided by KCB Bank through its IMTS partners.
- 1.4 "KCB Bank" means KCB Bank Kenya Limited, a 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).
- 1.5 "Reward" shall mean a supermarket shopping voucher worth Kes. 5,000.00 (Five Thousand Shillings only), redeemable at any Naivas supermarket countrywide that shall be awarded to a Winner.
- 1.6 "Special day" means a day(s) in the week, within the Campaign Period, where KCB Bank shall choose an additional Winner to celebrate an occasion, holiday or festive season.
- 1.7 "Winner" means the 10th and 20th daily Customer who transacts through IMTS, from Monday to Saturday, in any of the KCB Bank Branches during the Campaign Period and may include the 30th Customer during Special days as shall be determined by KCB Bank.

2. Campaign Period

- 2.1 The Campaign will run from 0000 hours 1 July 2022 to 30 September 2022 at 2359 hours, or such other extended period as KCB Bank shall in its sole discretion determine ("Campaign Period").
- 2.2 The period excludes Sundays and Public Holidays.

3. Campaign Eligibility

- 3.1 3.1 The Campaign is open to any Customer who shall undertake an IMTS transaction in any KCB Bank Branch countrywide by sending or receiving money internationally through KCB Bank's IMTS partners.
- 3.2 The Customers shall only be eligible to participate in this Campaign on the specified days and within the Campaign Period.
- 3.3 KCB Bank staff members are not eligible to participate in the Campaign.

4. Participation and Reward

- 4.1 For a Customer to participate in the Campaign, one shall be required to send or receive money of any amount internationally through IMTS, at the KCB Bank Branches, within the Campaign Period.
- 4.2 To enroll and be eligible for a Reward, one shall be required to sign up by filling in the KCB Bank consent form available at KCB Bank Branches.
- 4.3 Every IMTS transaction earns you one entry
- 4.4 KCB Bank will reward the 10th and 20th Customers transacting on any of the specified days of the Campaign Period, and on Special Days, the 30th Customer who participate in the Campaign.

- 4.5 Should the number of Customers participating in the Campaign, in a specified day be less than 20 (or 30 on Special days), then the last Customer to transact on that day shall be considered as the 20th or 30th Winner, as applicable, for that specific day.
- 4.6 There is no limit to the number of times a Customer can win during the Campaign Period.

5. Campaign Reward Notification

- 5.1 Winners shall be selected on the specified days of the Campaign and shall be contacted via SMS and/or phone call from KCB Bank on the next following day from the date of transaction unless that day falls on a Sunday or a Public Holiday.
- 5.2 The Winner will further be advised on the specific KCB Bank Branch and the time where they will collect their Reward and any other related information.
- 5.3 KCB Bank will make not less than three (3) call attempts over a forty-eight (48) hour period to contact the Winner. 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 Reward and KCB Bank will thereafter call the reserve winners selected, as provided in clause 5.5.
- 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 Campaign.
- 5.5 KCB Bank may select additional reserve winners, who shall be the immediate next 10th person in line after the Winner, to replace any of the Winners who have been disqualified either due to missed call attempts as provided in clause 5.3 or provision of false information or those who decline the Reward.
- 5.6 By accepting the Reward, you will be deemed to have granted KCB Bank the right to use and publish your name and picture in such media and public relations campaigns as KCB Bank may choose, for information and promotional purposes within KCB Bank, without additional consideration or compensation.
- 5.7 The Reward shall be valid only until 27 December, 2022 and the Winner must redeem the same within the specified timeframe.

6. Privacy and Data Protection

- 6.1 KCB Bank is permitted by law to collect certain personal data and is under no legal obligation to accept your entry into the Campaign 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 Campaign 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 Campaign.
- 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 Campaign.
- 6.4 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 Statement 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 Contact Centre channels as provided for in clause 7 below to receive a copy.

7. Customer Contact Centre

- 7.1 Inquiries or complaints may be made in person, in writing, by post, fax, email or by telephone.
- 7.2 For purpose of making an inquiry or reporting a complaint, any of the following contact channels may be used:
SMS number: 22522
WhatsApp number: +254711087087
Telephone: +254 711 087000/ +254 732 187000/ +254 20 2287000
Email: contactcentre@kcbgroup.com.
- 7.3 You should bring your complaint to our attention with your contact information, and we will aim to deal with any complaints promptly and fairly. A copy of our complaint's procedure is available on request from any branch or our Contact Centre.



- 7.4 KCB Bank will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.
- 7.5 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

8. 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.

9. Amendment and Termination

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

10. Exclusion of Liability

- 10.1 No responsibility will be accepted by KCB Bank for failed, partial or garbled computer data transmissions, for the acts or omissions of any service provider, accessibility or availability of information or unauthorized human act during the Campaign.
- 10.2 KCB Bank accepts no liability for the actions or decisions of the Customer during and in relation to the Campaign Period.
- 10.3 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

11. Governing Law and Dispute Resolution

- 11.1 These Terms and Conditions are governed by the Laws of Kenya and any disputes will be subject to the Laws of Kenya.
- 11.2 The Customer may contact the Customer Contact Centre, as detailed in clause 7, to report any disputes, claims or Campaign discrepancies.
- 11.3 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives may be referred to a court of law in the Republic of Kenya for determination.

12. Other Terms and Conditions

- 12.1 These Terms and Conditions constitute the entire agreement relating to the Campaign and supersede all other oral or written representations, understandings, or agreements.
- 12.2 These Terms and Conditions and any rights or liabilities accruing thereunder may not be assigned to any other person.
- 12.3 These Terms and Conditions and/or any amendments to them are available at www.kcbgroup.com
- 12.4 Participants to the Campaign are required to keep themselves updated on the Terms and Conditions of this Campaign.
- 12.5 The decision of KCB Bank on all matters relating to this Campaign is final.
- 12.6 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 12.7 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.
- 12.8 No failure or delay by either a participant of the Campaign 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.

