

TERMS AND CONDITIONS FOR THE M-SHWARI SMART SAVER CHALLENGE

1. Introduction

- 1.1. These Terms and Conditions shall govern the participation in the M-Shwari Smart Savers Challenge 2026 ("the Challenge").
- 1.2. You agree by participating in this Challenge that you are bound by these Terms and Conditions.
- 1.3. For avoidance of doubt, participation in this Campaign is subject to the existing M-Shwari Terms and Conditions, which remain fully applicable. In the event of any conflict between these Campaign Terms and the M-Shwari Terms and Conditions, the M-Shwari Terms and Conditions shall prevail.
- 1.4. Participation in the Challenge is voluntary and available only to eligible M-Shwari customers.

2. Definitions

- 2.1. "Challenge" means the M-Shwari Smart Savers Challenge 2026.
- 2.2. "Customer" means a registered M-Shwari customer who has an active M-shwari Account and has opened an M-shwari Lock Savings Account.
- 2.3. "Weekly Save" means a successful deposit made by a participant into their M-Shwari Lock Savings Account within a given week during the Campaign Period.
- 2.4. "Ratiba" means an automated standing order on the M-PESA platform that enables scheduled deposits into the M-Shwari Lock Savings Account.

3. Campaign Period

The Campaign will run from 4th March 2026 at 00:00 hours to 30th September 2026 at 23:59 hours, or such other extended period as NCBA shall in its sole discretion determine ("Campaign Period").

4. Campaign Eligibility

- 4.1. Customers participate in the Campaign by opening an M-Shwari Lock Savings Account and depositing funds weekly.
- 4.2. To participate in the Campaign, a customer must deposit funds into their M-Shwari Lock Savings Account and maintain consistent weekly savings during the Campaign Period.
- 4.3. Customers may save manually or by setting up Ratiba (automatic savings instructions) on the M-PESA platform to support regular weekly deposits.
- 4.4. Only deposits successfully credited to the M-Shwari Lock Savings Account shall qualify for purposes of determining participation and eligibility for rewards under the Campaign.
- 4.5. NCBA reserves the right to determine customer eligibility for participation in the Campaign and may exclude customers who do not meet the eligibility requirements or whose accounts are not in good standing.

5. Participation and Reward

- 5.1. For an Eligible Participant to participate in the Campaign, the Customer shall be required to open a M-Shwari Lock Savings Account and make deposits into the account in accordance with the Campaign mechanics during the Campaign Period.
- 5.2. Participation in the Campaign shall require the Customer to make consistent weekly deposits into their M-Shwari Lock Savings Account. Eligible Participants who successfully complete the required savings behaviour as defined under the Campaign criteria shall qualify for cash bonus rewards credited to their M-Shwari Account.
- 5.3. Rewards under the Campaign shall be performance-based and determined based on the Customer's savings activity, including but not limited to:
 - 5.3.1. Consistent weekly deposits into the Lock Savings Account;
 - 5.3.2. Completion of defined savings milestones within the Campaign period;
 - 5.3.3. Maintaining an uninterrupted savings streak; and
 - 5.3.4. Meeting the cumulative savings targets applicable to the relevant Campaign phase.
- 5.4. Participants may qualify for different rewards depending on their level of participation, savings consistency, and cumulative savings achieved within the Campaign period.
- 5.5. Cash bonus rewards earned under the Campaign shall be credited directly to the Customer's M-Shwari Account upon verification that the Customer has successfully met the qualification criteria applicable to the relevant reward category.
- 5.6. Customers may qualify for cash bonus rewards of up to KES 50,000 subject to meeting the applicable qualification criteria and the provisions of Clause 5.8 below. Rewards shall be issued within such timelines as may be determined and communicated by NCBA from time to time.
- 5.7. Deposits that are reversed, unsuccessful, cancelled, or otherwise not successfully credited to the M-Shwari Lock Savings Account shall not be considered for purposes of determining eligibility for rewards under the Campaign.
- 5.8. Notwithstanding any provision contained herein, the determination, qualification, allocation, and award of any rewards under the Challenge shall be made at the sole and absolute discretion of NCBA Bank Kenya PLC, whose decision shall be final and binding on all participants.
- 5.9. Participation in the Challenge does not automatically guarantee the award of any reward. Rewards shall only be awarded to Customers who successfully meet the applicable qualification criteria determined by NCBA under the Campaign.
- 5.10. Customers may withdraw funds from their M-Shwari Lock Savings Account in accordance with the applicable M-Shwari Terms and Conditions. However, early withdrawals, missed weekly deposits or interruptions in savings activity may affect eligibility for rewards under the Campaign.
- 5.11. Consistent savings behaviour under the Campaign may also contribute towards improving a customer's credit profile and may influence eligibility for enhanced M-Shwari loan limits, subject to NCBA's internal credit assessment criteria and applicable M-Shwari Terms and Conditions.

6. Campaign Communication

6.1. Campaign communications shall be conducted through SMS notifications, social media platforms, radio, billboards, and such other communication channels as may be determined by NCBA from time to time.

7. Privacy and Data Protection

7.1. NCBA shall collect personal information and payment data from M-shwari customers and eligible participants of this Campaign. NCBA shall use this data for the purposes of administration of this Campaign and at all times in adherence with all applicable data privacy laws. NCBA may decline participation in the Campaign where the required personal data or information necessary for the administration of the Campaign is not provided.

7.2. Data collected will be used for validation and effecting the rewards to customers.

7.3. Data will only be stored in NCBA's database and shall be processed in Kenya.

7.4. Data will be stored for a maximum of 10 years or for a longer period as may be prescribed by NCBA in its capacity as data controller and processor, or as may be determined by any law.

7.5. NCBA 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 NCBA and its affiliates/subsidiaries/third parties, in relation to this Campaign.

7.6. The Customer consents to receiving notifications, SMSs and other forms of communication from NCBA in respect of marketing activities of the Campaign.

7.7. The Customer agrees that NCBA may include personal data of the Customer in NCBA databases which may be used for credit assessment, behavioral scoring and insight generation to identify products and services (including those supplied by third parties) which may be relevant to the Customer during the Campaign.

7.8. For more information on how we process your personal data, refer to our privacy policy as stated in this link: [Privacy Policy](#). We may update this Privacy Policy to reflect changes in our practices. Participants will be notified of any significant changes.

8. Customer Contact Centre

Inquiries or complaints regarding the challenge may be made through the following channels:

Telephone: 0709 714 444 / 0730 714 444

Email: support@loop.co.ke

8.1. Customers are required to share their complaints for our attention alongside their contact information (name, telephone, email) and we will aim to deal with any complaints promptly and fairly. A copy of our complaints procedure is available on [Complaints Handling Guidelines](#) or request a copy from any LOOP Store or Contact Centre.

8.2. NCBA will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with the above

complaints handling procedures. Where a notification regarding a customer's complaint or any other matter is expected from NCBA but not received, the Customer may make a further complaint within a reasonable time after the non-receipt of such notification.

8.3. Communication to the Contact Centre is subject to applicable tariffs by mobile and internet service providers.

9. Amendment and Termination

9.1. NCBA reserves the right to vary, extend and/or cancel the Campaign or at its own discretion to amend these Terms and Conditions with or without prior notice. Any benefit of this Campaign is subject to availability and NCBA may change such offer at its discretion from time to time without notice to you.

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 NCBA at its sole discretion, with or without prior notice.

10. Limitation of Liability

10.1. NCBA, its related bodies corporate and their respective officers, employees, contractors and agents (Campaign Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this campaign, the promotion of this campaign or the use of any reward, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

10.2. NCBA shall not be responsible for any loss suffered by you should the Campaign be interfered with or be unavailable for any reason including but not limited to:

10.2.1. The failure of any of your equipment, or any other circumstances whatsoever not within our control including, without limitation, force majeure or error, interruption, delay or non-availability of your M-shwari Account, terrorist or any enemy action, equipment failure, failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

10.3. NCBA will not be liable for any losses or damage suffered by you as a result of or in connection with;

10.3.1. unavailability of sufficient funds in your M-shwari Account;

10.3.2. failure, malfunction, interruption or unavailability of the M-shwari Account, your equipment, the campaign.

10.3.3. the money in your M-shwari Account being subject to legal process or other encumbrance restricting payments or transfers thereof;

10.3.4. your failure to give proper or complete instructions for payments or transfers relating to your M-shwari Account;

10.3.5. contributory fraud/negligence/deficiency on your part leading to any fraudulent or illegal use of the Campaign, the M-shwari Account and/or your equipment and whereupon you fail to immediately report suspected or known breaches to the us; or

10.3.6. our failure to comply with these Terms & Conditions and any document or information provided by us concerning the Campaign.

10.4.If for any reason other than the reason mentioned above the Campaign is interfered with or unavailable, NCBA's sole liability under these Terms & Conditions in respect thereof shall be to re- establish the Campaign as soon as reasonably practicable.

10.5.Save as provided above, NCBA shall not be liable to you for any interference with or unavailability of the Campaign, howsoever caused.

10.6.All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

11. Force Majeure

In no event shall NCBA be responsible or liable for any failure or delay in the performance of its obligations arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that NCBA shall use reasonable efforts to resume performance as soon as practicable under the circumstances. However, where such performance is not possible and/or commercially viable, NCBA will not be liable for any failure to perform or delay in performing its obligations.

12. Governing Law and Dispute Resolution

12.1. These Terms and Conditions are governed by the Laws of Kenya and any disputes will be subject to the Laws of Kenya.

12.2. The Customer may contact our Contact Centre, to report any disputes, claims or Campaign discrepancies.

12.3. Any dispute arising out of or in connection with these terms and conditions that is not resolved by our Contact Centre representatives shall be referred to a Kenyan Court of Competent Jurisdiction.

12.4. To the extent permissible by law, the determination of the court shall be final, conclusive and binding upon the parties hereto.

13. Other Terms and Conditions

13.1. These Terms and Conditions and/or any amendments to them are available at [Terms and Conditions](#)

13.2. Participants to the Campaign are required to keep themselves updated on the Terms and Conditions of this Campaign.

13.3. The decision of NCBA on all matters relating to this Campaign is final.

13.4. By taking part in this campaign, Participants acknowledge that they have read, understood, and agree to abide by these terms and conditions.

