

The following terms and conditions apply to the NCBA swipe and win Card campaign (the 'Promotion') organized by Commercial Bank of Africa "The Bank". By participating in this Promotion, you will be deemed to have read, understood and agreed to be bound by all the terms and conditions below. All decisions will be made in consultation with/direction of the Betting Control & Licensing Board here in referred as "BCLB".

1.0 Promotion Period

The promotion will run for 10 Weeks from 0000hours 1st December, 2019 to 0000 hours 14th February, 2020 both dates inclusive (the "Promotion Period").

2.0 Eligibility

- 2.1 To be eligible to participate in this promotion, you must be a personal NCBA Visa Debit and/or Credit cardholders of the age 21 and above. ("Eligible participant")
- 2.2 To enter into the draw, you must use NCBA Personal Visa Debit or NCBA Credit Card(s) to pay for goods and services at a Point of Sale (POS) merchant and/or make an online transaction ("eligible transactions") and spend a minimum of Kenyan Shillings Five thousand (Kes. 5,000) or the equivalent in foreign currency per week during the period of the promotion.
- 2.3 Eligible transactions for the week will only be valid for the weekly draws conducted during the particular week but will be considered for the Grand Prize.
- 2.4 Eligible transactions done supplementary cards will be deemed to have been done by the principal cardholder and will be considered cumulatively.
- 2.5 The promotion is not available to NCBA Staff and their immediate families and Business Credit Card holders ("The restricted groups of persons").
- 2.6 The following transactions will not be considered ("The restricted transactions");
 - ATM withdrawals or Cash advances,
 - Financial charges,
 - balance transfers,
 - SIP (Simple installment plans),
 - Credit card annual fee and Joining fees
 - Government service tax.

3.0 Winner Selection

- 3.1 The Weekly draws will be conducted by the Bank every Friday 10.AM during the promotion period.
- 3.2 All draw entrants stand an equal chance of winning in every draw.
- 3.3 The Grand draw will be held on 17th February, 2020 at 1000hrs which shall have one (1) winner.
- 3.4 Lucky Winners will be selected randomly from a pool of Eligible participants using a computerized system by the Bank in the presence of a representative from the BCLB.
- 3.5 This Promotion shall have two (2) types of draws as follows: -
 - 3.5.1 Weekly Prizes
 - 3.5.2 Grand Prize

4.0 The Prizes

- 4.1 By entering the Promotion, you stand a chance to win either of the following prizes: -
- 4.2 Weekly Prizes: -
 - 4.2.1 Weekly prizes will be ;
 - 4.2.1.1 Shopping voucher worth Kes. 10,000
 - 4.2.1.2 Dinning vouchers Worth Kes.10,000 at Raddisson Blue, Kempinski or Sankara Hotels.
 - 4.2.1.3 Local holiday vouchers(two nights for two at the Voyager Beach Resort) Two-night Local Holidays for two (2) persons at Voyager Beach Resort worth Kes. 40,000.
 - 4.2.1.4 Moments of "Wow" rewards; -Shopping/bill payments of up to Kenya shillings ten thousand (Kes. 10,000) "set maximum value" or equivalent in foreign currency. For avoidance of doubt, moments of "wow" shall be considered a non-chance based winner selection;
 - I. The bank shall in consultation with BCLB, will automatically pick the 5th person to make a POS purchase of any amount at a selected supermarket, restaurant or bar (to be communicated weekly) "eligible joints" as the winner.
 - II. The Bank will only offset bill payments of Kenya shillings ten thousand (Kes. 10,000) and below. Where the winners' s bill exceeds the set maximum value, the winner will pay the amounts in excess.
 - III. Winners in the "wow" moments will not be deemed to have participated in the chance based promotion and can still participate and be eligible to win.
- 4.3 The Grand Draw Prize: -
 - 4.3.1 A fully paid international holiday for two(2) to Dubai estimated value not exceeding Kenyan shillings five hundred and fifty thousand only or foreign currency equivalent.
 - 4.3.2 The trip package shall consist of:
 - 4.3.2.1 Return economy class air tickets for two(2) people including all taxes
 - 4.3.2.2 Accommodation in a standard room in a 5-star Hotel,
 - 4.3.2.3 Meal as indicated on the meal plan,
 - 4.3.2.4 Airport transfers to the hotel,
 - 4.3.3 The winners will be required to process their travel visa on time and at their own cost.
 - 4.3.4 In the event that the winner is unable to raise a valid visa or other entry permit by the set travel date, the prize will be forfeited automatically. The Bank in consultation with BCLB reserves the right, at its own discretion, to select an alternative winner if and when the first winner fails to secure a valid visa or entry permit or fails to turn up for travel on the designated travel date.



- 4.3.5 Winners must sign such agreements, waivers or consents as the Bank may require as condition(s) for claiming the prize(s) or using the trip package.
- 4.3.6 By accepting prizes as part of a promotion, the winner is deemed to have accepted all of the applicable terms and conditions.
- 4.3.7 The prizes exclude;
 - 4.3.7.1 Long distance phone calls, room service, laundry, mini-bar items, loss of hotel property, damage to hotel property, or any other expenses incurred in the hotel.
 - 4.3.7.2 Personal expenses unrelated to the Prize, e.g. shopping, transportation to local sites during free time not part of the Grand Prize package, food expenses aside from scheduled meals.
 - 4.3.7.3 Accident insurance coverage.
 - 4.3.7.4 Any personal tax that may be levied on guests with respect to their receipt of the Prize or any part thereof.

5.0 Prize notification.

- 5.1 The lucky winners will be notified by The Bank via telephone number 0711056444 within 48 hours. If the winner(s) cannot be reached, they shall be deemed to have forfeited the prize and The Bank reserves the right to select and award the prize (s) to another winner in presence of a BCLB officer.
- 5.2 Each lucky winner will be required to produce the original national Identity Card or a valid Passport (as the case may be) together with their Visa card in order to collect/claim the prize.
- 5.3 Once the winners have been notified, they shall be required to confirm and/or share their own and their companion's personal identification particulars with the Bank. All winners and their companion(s) hereby authorize the Bank to pass their names and or any other shared information to Visa for the prize arrangement of the Promotion.
- 5.4 Winners will have upto three(3) months to collect their prizes. Upon expiry of this period, prizes will be forfeited and surrendered to BCLB or as otherwise directed by BCLB.
- 5.5 The Grand Draw Prize winners must provide the Bank with details of their travel companion within 5 days of acceptance of the prize. Winners shall not be permitted to change their travel nominees upon notifying the Bank.
- 5.6 The eligible participant must be in good financial standing with NCBA at the time the draws are conducted otherwise the prizes may be forfeited without further notice.
- 5.7 Each prize winner will be required to declare or affirm in the relevant form of discharge that they do not belong to any of the restricted groups of persons.

6.0 Other Terms and Conditions

- 6.1 Any disputes that may arise must be forwarded to NCBA within 7 days from the draw date for resolution. NCBA decision shall be final and conclusive. This decision will however be made in consultation with BCLB.
- 6.2 The Prizes under this promotion are non-transferable, non-exchangeable and non-cash or other alternative shall be offered for the prize.
- 6.3 By accepting the prize, you will be deemed to have granted the Bank and its subsidiaries the right to use and publish their names and pictures in such media as the Bank may choose for advertising, promotional or public relations purposes (including but not limited to the internet) without additional payment, consideration or prior approval.
- 6.4 The Bank shall not be liable for any loss or damage whatsoever or for personal injury which is suffered or sustained as a result of accepting the prizes.
- 6.5 The Bank, in consultation with BCLB, reserves the right to vary, extend and/or cancel the promotion or amend these terms and conditions at any time. Any benefit of promotional offer is subject to availability and NCBA may change such offer at its discretion from time to time without notice to you.
- 6.6 The Bank, in consultation with BCLB, reserves the right to at any time disqualify the winner and/or withdraw any prize awarded (and to select an alternative winner) if The Bank is or becomes aware or has reasonable grounds to believe that a winner is not eligible, has been canvassing or has breached any of these terms and conditions.
- 6.7 You understand and accept that the Bank is not the supplier of the prizes. The Bank shall not bear any liability for the prizes including without limitation to their quality, the supply, the descriptions, any false description, misstatement, omission, misrepresentation of the prizes as provided by a third party supplier.
- 6.8 No warranty or guarantee is given by The Bank in relation to the Promotion except and limited to the terms and conditions of the promotion. The Bank shall not be liable or responsible for any loss or 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 the Bank or its staff or agents in connection with this Promotion.
- 6.9 The Promotion and these terms and conditions in relation to the Promotion will be governed by Kenyan law and subject to the exclusive jurisdiction of the Kenyan courts.