

NCBA BANK KENYA PLC

NCBA VISA DEBIT CARD CASHBACK CAMPAIGN - TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions apply to the Cash Back Campaign offered by NCBA Bank Kenya PLC to its customers. By using the Card, the Cardholder of the Card will be deemed to have accepted and be bound by these Terms and Conditions as well as the NCBA Credit Card General Terms and Conditions.

2. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, unless the context otherwise requires:

- 2.1. **"Bank"** means NCBA Bank Kenya PLC
- 2.2. **"Card Account"** means the account maintained with the Bank in relation to the Transactions
- 2.3. **"Card"** means the NCBA Visa Debit Cards issued to the Cardholder and is valid and subsisting during the Offer Period
- 2.4. **"Cardholder"** means any person corporate body or other legal entity for whose use a Card is issued by the Bank
- 2.5. **"Cash Back"** shall mean 2% Cash Back to the Cardholder, during the Offer Period, for the Transaction eligible for such Cash Back on the criteria set out below
- 2.6. **"Eligible Purchases"** means all point of sale purchases made locally and/or overseas including online transactions made by the Cardholder using the Card
- 2.7. **"Minimum Amount"** means the amount specified in Clause 3.2 below;
- 2.8. **"Maximum Amount"** shall mean the maximum amount of the Cash Back as detailed in Clause 3.3 below
- 2.9. **"Offer Period"** means the period from 13th June 2022 to 12th July 2022 (both dates inclusive)
- 2.10. **"Offer"** means the 2% Cash Back Campaign for the eligible Cardholder Transactions during the Offer Period on the eligibility criteria set out below
- 2.11. **"Terms and Conditions"** means these terms and conditions and the NCBA Credit Card General Terms and Conditions which govern the relationship between the Bank and the Card holder, as may be varied from time to time
- 2.12. **"Transaction"** means any Eligible Purchase made using the Card, the Card number or in any manner authorized by a Cardholder for the debit to the Card Account
- 2.13. All terms used but not defined herein shall have the respective meanings ascribed to it in the Credit Card General Terms and Conditions
- 2.14. The singular includes the plural (and vice versa)

3. OFFER DETAILS

- 3.1. This Offer is applicable to all current Cardholders.
- 3.2. For a Transaction to be eligible for the Offer the Cardholder must transact a Minimum Amount equivalent to KES 5,000 at the point of Purchase;

- 3.3. The Maximum Amount of Cash Back that shall be credited to the Card Account of the Card Holder during the Offer Period under the Offer as Cash Back shall be capped at an amount equivalent to KES 400 for each Transaction per day
- 3.4. The following Transactions are not considered Eligible Purchases and thus are excluded from the Offer and will not earn Cash Back;
 - 3.4.1. ATM/CDM withdrawals
 - 3.4.2. Cash Advance.
 - 3.4.3. Any amount charged to your Card that is subsequently cancelled, voided, refunded or reversed
- 3.5. Upon the Cardholder fulfilling the Offer requisite criteria, during the Offer Period, they will be eligible for such Cash Back. The Bank will credit the Cash Back to the Cardholder's Card Account within (30) thirty days after the end of the Offer Period.

4. GENERAL TERMS AND CONDITIONS

- 4.1. The Cardholder's Card Account must be in good standing (the Card must not be closed, delinquent, suspended, or terminated) as determined by the Bank in its sole discretion at the time of crediting the Cash Back. In the event that the Card Account is not in good standing for any reason whatsoever before the Cash Back is credited into the said account, the Bank reserves the right not to credit the Cash Back.
- 4.2. The Bank reserves the right to determine at its sole and absolute discretion all matters arising out of or in connection with this Offer, including:
 - 4.2.1. Eligibility to participate in this Offer;
 - 4.2.2. Eligibility to receive any Cash Back under this Offer; and/or
 - 4.2.3. Calculation of the Cash Back received under this Offer.
- 4.3. The Bank reserves the right to substitute the Offer with any alternative prize/offer/cashback of equivalent value at any time without prior notice to the Cardholder.
- 4.4. The Bank reserves the right to modify/change all or any of the terms applicable to this Offer, without prior notice to the Cardholder. The Bank, in its sole and absolute discretion, also reserves the right to modify, withdraw or discontinue the Offer without assigning any reasons whatsoever.
- 4.5. These terms shall not derogate, but shall be supplemental and additional to the Bank's General Terms and Conditions and the Credit Card General Terms and Conditions governing relationship between the Bank and Cardholder with respect to the Card Account and the Card.
- 4.6. The Cashback is not exchangeable for cash or any other items and is non-transferable and non-assignable
- 4.7. The Bank's decision on computation and forfeiting of the Offer will be final, conclusive and binding to the Cardholder.
- 4.8. The Bank reserves the right to withdraw the Offer at any time without notice.
- 4.9. This Offer does not constitute a legal contract between the Bank and the cardholder.

- 4.10. The Offer shall be subject to usual Force Majeure events and on occurrence of such event, the offer may be withdrawn at the discretion of the Bank
- 4.11. The Cardholder will be deemed to have read, understood and agreed to be bound by these terms and conditions, the terms and conditions governing their specific account, the terms and conditions with respect to Cards and the General Terms & Conditions including any amendments or variations to it.
- 4.12. The Bank shall not be responsible nor shall accept any liabilities of any nature howsoever arising or suffered by the Cardholder or any third party resulting directly or indirectly from this Offer
- 4.13. To the extent allowable by law, the Bank expressly excludes and disclaims any representations, warranties or endorsements, express or implied, written or oral, without limitation to those published in any mass media, marketing or advertising materials, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Campaign and Offer.
- 4.14. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Offer, these terms and conditions shall prevail
- 4.15. These terms and conditions shall be governed by and constructed in accordance with laws of Kenya and the Cardholder agrees to submit to the non-exclusive jurisdiction of the courts of Kenya
- 4.16. The Bank will not be responsible or liable in case the Offer is not configured or could not be availed due to malfunction, delay, traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website.
- 4.17. A person who is not a party to these Cash Back Offer Terms and Conditions has no right to enforce any of these terms and conditions
- 4.18. The Bank reserves the right to disqualify any Card Holder from the benefits of the Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Offer or otherwise by use of the Card
- 4.19. If the Bank at any time determines (at its sole and absolute discretion) that any of the eligibility requirements set out in these terms and conditions was not or has not been complied with but any Cash back has been received by you, the Bank reserves the right to recover any / all Cash Back
- 4.20. In case of any changes in any rule, regulation or order of any statutory authority in relation to these Terms and Conditions, the Bank reserves the sole authority and right to modify or cancel the Terms and Conditions to give effect to the said requirements
- 4.21. Any tax or other liabilities or charges payable to the Government or any other authority or body or any other participating establishment which may arise or accrue to Cardholders by Cash Back benefit shall be borne by Cardholder
- 4.22. Any dispute or complaints related to the earning and crediting of the Cash Back must be received by the Bank within 30 days, after the end of the Offer Period.