



TERMS AND CONDITIONS

The following terms and conditions apply exclusively to the aforementioned promotion and all participants in the promotion are deemed to have read, understood and accepted the same

Eligibility:

1. 'Zawadika na Fahari ya Kenya' promotion is organized by Kenya Tea Packers Ltd ("Ketepa") and is open to residents and citizens of the Republic of Kenya. Exclusions from the promotion will be Ketepa employees, their immediate family members, Ketepa suppliers and all its affiliate organizations and partners. Each prize winner may be required to declare or affirm in a form of discharge that they do not belong to any of the restricted groups of persons.
2. Ketepa in consultation with Betting Control and Licensing Board (BCLB) reserves the right to seek verification of eligibility to enter and receive a prize under these Terms and Conditions. If, in Ketepa's reasonable opinion, a winner is found to be ineligible, Ketepa reserves the right to require the return of any prize already awarded, at its sole discretion in consultation with BCLB and such winners will be disqualified.
3. Ketepa will not be liable for any losses arising from engagement in mechanics other than those specified in the entry rules.
4. Participants who are minors must be assisted to the extent necessary by their parent or lawful guardian.

Promotion Period

5. The 'Zawadika na Fahari Ya Kenya' campaign shall run up to **6th September 2020**. The promotion is open to all who purchase Fahari ya Kenya Black tea packs of sizes 50g, 100g, 250g and 500g.

How to Participate

6. There will be an 8-digit code in each of the promotion packs of Fahari Ya Kenya black tea packs in the sizes 50g, 100g, 250g and 500g.
7. Any purchaser of these promotional packs will be required to tear open the pack and reveal the code printed in the inside of the pack which they will be required to **SMS to 21648** or dial ***415*9#**.
8. Each SMS entry entitles the participant to enter into a daily draw, weekly draw, monthly draw or grand draw for a chance to win cash prizes.
9. Daily Winners will receive their cash prize within 24 hours of notification of their win. Weekly winners, Monthly winners and the Grand Prize winners will be notified when they can pick their cheques. The winners must present their original Identification card for verification at the prize collection point.
10. In the event that a participant composes a text message using the 8-character alphanumeric code revealed in the inside of the pack which has already been sent to the short code for the promotion, the participant will receive a regret message stating that the code has already been used.
11. Draws will be done daily; weekly draws will be done on Mondays and Monthly draws will be done on the 1st day of the month unless it falls on a Sunday in which case the draw will be conducted on Monday. The grand draw will be done on the **6th September 2020** of the promotion and will consider all the entries that have been received during the promotion period. Any additional entries beyond the promotional period will not be eligible.
12. Ketepa Ltd, during the prize presentation, may require any of their winners (at no fee) to be photographed and published on any of Ketepa's social media pages or chosen radio or television stations.

Prizes

13. Daily Prize

The daily draws will award **Kshs 1,000** cash prize to 10 winners. The winners will be notified of their win through **0726 555 553** from **KETEPA Ltd** which will be followed by a mobile or bank cash transfer message within **24 hours** after notification.

14. Weekly Prizes

The weekly draws conducted on Mondays will award 10 winners with **Kshs 20,000**. The winners will be notified of their win through **0726 555 553** from **KETEPA Ltd** and will be followed by a mobile or bank cash transfer message within 24 hours after notification.

15. Monthly Prize

10 Winners every month for the **2 months** of the promotion will win a cash Prize of **Kshs 100,000**. The Winner will be notified through the same number as above and will be required to visit KETEPA's chosen venue to receive the cheque.

16. Grand Draw Prize:

One overall Winner will be selected on **6th September 2020** to win a cash prize of Kshs 2,000,000. The winner will be notified via a call and invited to pick the cheque from KETEPA's venue of choice.

17. Prizes are redeemable in Kenya only and are not transferable.

18. In the event that there are any taxes applicable to the prizes, Ketepa will deduct the same and remit to the tax collection agency. The winners will be presented with tax withholding certificates where applicable.

Draws and Selection of winners

19. Draws shall be held at a time agreed upon by Ketepa and BCLB.
20. Draws falling on weekends and public holidays will be conducted on the next week day or working day as the case may be.
21. Ketepa and BCLB will select the winners by random computer selection. Any decisions made on the same by Ketepa and BCLB shall be final and binding. Ketepa may select additional reserve winners to replace any winners of any of the prizes who are subsequently disqualified. The promotional database will pick every winner and associate it with a prize randomly drawn for the available prizes for the daily draws, weekly draws, monthly draws and the grand draw.
22. After selection of winners is done, the decisions made on the same including reward of prizes by Ketepa and BCLB shall be final and binding.
23. The award of all winning prizes shall be subject to the authentication of the identity of the selected winner through:
 - a) Proof of identification through National ID card/ original passport.
 - b) Confirmation of winner details provided to Ketepa which includes the pack with the winning code
 - c) PIN Certificate

Notification of Prize Winners

24. Confirmed winners following the draws will be informed in accordance with the guideline submitted to the BCLB and the decisions made on the same by Ketepa and BCLB shall be final and binding.
25. If upon notification the selected winners of the cash prizes do not claim their cash prizes within three (3) months after the end of the promotion they will be deemed to have forfeited the same.

Use of Personal Data

26. By participating in this promotion, you are deemed to have granted Ketepa the right to contact you for further information.
27. By participating in the promotion, all winners of the prizes will be deemed to have granted Ketepa (during the duration of the promotion) the right to use their full names, photos, videos footage and other details in such media as Ketepa may choose (including and not limited to the internet) for information, advertising and promotional purposes and that they will further agree to participate in all public relations and marketing activities of Ketepa on such terms as Ketepa may require without any additional consideration or prior approval, within the duration of the campaign.
28. All the ownership and intellectual property rights in the footage and visuals taken of any participant, is and shall at all times remain the sole property of Ketepa within the duration of the campaign.
29. Use of the materials stated above shall be at Ketepa's discretion and Ketepa shall be entitled to disclose any of the participant's details for administering the promotion, marketing and research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the law.

Disqualification and Termination

30. The promotion is offered at the sole discretion of Ketepa and Ketepa reserves the right, subject to any discretion from the BCLB, to amend or vary these terms and conditions or to suspend/ amend/ terminate the promotion at any time.
31. In case any of these circumstances arise, notice will be given by Ketepa through media advertisements. The notice will be effective immediately or on such date as shall be set out in such notifications.
32. On termination of this promotion for any reason not attributable to the participants, the participants will be required to redeem their prizes within three (3) months after the termination date.
33. Ketepa reserves the right to terminate any participant's participation in the promotion or their registration upon:
 - a) Detection of fraud or attempted fraud relating to the participant or their registration.
 - b) Breach of any of these terms and conditions:
 - c) Such circumstance as may be determined by Ketepa and BCLB.

Other Terms and Conditions

34. By entering the Promotion, the participant releases Ketepa from any and all liability for any injuries, loss or damage of any kind to the participant or any other person, including personal injury, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the promotion, or in any prize-related activity. The participant agrees to fully indemnify Ketepa from any and all claims by third parties relating to the promotion, without limitation.
35. The promotion remains subject to the provisions of the Betting Lotteries and Gaming Act (Cap 131 Laws of Kenya).
36. 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.