

## NCBA/VISA SWIPE & WIN FIFA WORLD CUP QATAR 2022™ CARD CAMPAIGN

### GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the NCBA/VISA swipe and win FIFA World Cup Qatar 2022™ Promotion (the 'Promotion') organized by NCBA Bank Kenya Plc "The Bank" in partnership with Visa Inc. 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.

#### 1.0 Definitions

- 1.1. **"Bank"** means NCBA Bank Kenya PLC
- 1.2. **"Card Account"** means the account maintained with the Bank in relation to the Transactions
- 1.3. **"Card"** means the personal NCBA Visa Debit Card and NCBA Visa Credit Card issued to the Cardholder and is valid and subsisting during the Promotion Period;
- 1.4. **"Cardholder"** means any individual for whose use a Card is issued by the Bank;
- 1.5. **"Draw"** refers to the lucky Weekly Draw or Grand Draw to be conducted by the Bank in accordance with these terms and conditions.
- 1.6. **"Entry"** refers to one (1) chance to win a Draw.
- 1.7. **"Grand Prize"** refers to a FIFA World Cup Qatar 2022™ Travel Package as detailed in Clause 5.3.
- 1.8. **"Grand Prize Winner"** means a Cardholder who is a winner of the Grand Prize.
- 1.9. **"FIFA"** means Federation Internationale de Football Association;
- 1.10. **"Eligible Transaction"** means point of sale purchases made locally and/or overseas including online transactions made by the Cardholder using the Card;
- 1.11. **"Minimum Spend Requirement"** means the minimum spend of KES 2,000 per Card during the Promotion Period as specified in Clause 3.2 below;
- 1.12. **"Prize"** refers to the Grand Prize or the Weekly Prize
- 1.13. **"Tournament"** means the FIFA World Cup Qatar 2022™ tournament;

#### 2.0 Promotion Period

The promotion will run from 1100 hours **November 2<sup>nd</sup>, 2022** to **1100 hours December 14<sup>th</sup>, 2022** both dates inclusive (the "Promotion Period").

#### 3.0 Eligibility

- 3.1 To be eligible to participate in this promotion, you must be a personal Cardholder of either the NCBA Visa Debit Card and/or NCBA Visa Credit Card (together the "Card" of the age 21 and above. ("Eligible participant"))
- 3.2 To enter into the Draw, you must use the Card to pay for goods and/or services at a Point of Sale (POS) merchant and/or make an online transaction ("Eligible Transactions") and spend a minimum of Kenyan Shillings Two thousand (Kes. 2,000), (or the equivalent in foreign currency), per week (the "Minimum Spend Requirement") during the period of the Promotion.
- 3.3 Entries for the Draw shall be awarded on a weekly basis for qualifying Eligible Transactions completed within any one week during the Promotion Period (the "Qualifying Week")
- 3.4 One (1) Entry will be awarded for the first Kenya Shillings Two Thousand (Kes. 2,000) spent on a single eligible transaction during the Qualifying week that the transaction is made.
- 3.5 One Entry will be awarded for every additional KES. 2,000 spent in a single eligible transaction above the Minimum Spend Requirement of KES 2,000 during a Qualifying Week.
- 3.6 Entries accumulated during a Qualifying Week will be valid for that Weekly or Grand Prize Draw conducted during the week the point(s) are earned .
- 3.7 Each Cardholder may only win one (1) Prize, notwithstanding that he/she is drawn more

than 1 time during the Draw. Only the first draw per Cardholder will be valid for the Draw, and any subsequent drawings of the same Cardholder for that Draw will be disregarded;

- 3.8 Entries earned from supplementary cards will be deemed to have been earned by the Principal Cardholder.
- 3.9 The Promotion is not available to NCBA Staff and their immediate families and Business Credit Card holders ("The Restricted Groups of Persons").
- 3.10 Only Eligible Transactions charged to the Cardholder's Card and posted to their statement of account shall constitute proof of eligible spending for the purposes of the Draw and awarding of Entries

#### 4.0 Winner Selection

- 4.1 The Weekly draws will be conducted by the Bank every Tuesday at 11.AM during the promotion period.
- 4.2 The prize draws will be held as follows:

	<b>Week 1</b>	<b>Week 2</b>	<b>Week 3</b>	<b>Week 4</b>	<b>Week 5</b>	<b>Week 6</b>
<b>Date</b>	9 <sup>th</sup> November 2022	16 <sup>th</sup> November 2022	23 <sup>rd</sup> November 2022	30 <sup>th</sup> November 2022	7 <sup>th</sup> December 2022	14 <sup>th</sup> December 2022
<b>Grand Prize</b>	1 winner	2 winners				
<b>Weekly Prizes</b>	4 winners	4 winners	4 winners	4 winners	8 winners	8 winners

- 4.3 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 Betting and Licensing Board Kenya (BCLB).
- 4.4 This Promotion shall have two (2) types of draws as follows: -
  - 4.4.1 Weekly Prizes
  - 4.4.2 Grand Prize

#### 5.0 The Prizes

- 5.1 By entering the Promotion, you stand a chance to win either of the following prizes: -
- 5.2 Weekly Prizes: -
  - 5.2.1 One Hisense Smart 4K Tv
  - 5.2.2 One Hisense Soundbar
  - 5.2.3 One Hisense Microwave

3.11 Eligible Transactions for this Promotion are based on transaction dates and must be charged to a Cardholder's Card on or before the last day of the Promotion Period to be eligible for the Draw

- 3.12 The following transactions will not be considered ("The Restricted Transactions");
  - o ATM withdrawals or Cash advances,
  - o Financial charges,
  - o balance transfers,
  - o SIP (Simple installment plans),
  - o Credit card annual fee and Joining fees
  - o Government service tax.

5.2.4 One Naivas or Carrefour Shopping Voucher worth KES 5,000

5.3 The Grand Draw Prize: -

5.3.1 The 1<sup>st</sup> declared Grand Prize Winner shall win a fully paid trip for 2 persons to Qatar to watch the following 2022 FIFA World Cup™ matches :

- Match 1 – Portugal Vs Ghana
- Match 2 – Qatar Vs Senegal

5.3.2 The 2<sup>nd</sup> declared Grand Prize Winner shall win a fully paid trip for 2 persons to Qatar to watch the following 2022 FIFA World Cup™ Quarter Final matches :

- Match 1 – W49 vs W50
- Match 2 – W51 vs W52

- 5.3.3 The 3<sup>rd</sup> declared Grand Prize Winner shall win a fully paid trip for 2 persons to Qatar to watch the following 2022 FIFA World Cup™ Semi- Final matches :
- Match 1 – W57 vs W58
  - Match 2 – W59 vs W60
- 5.3.4 The trip package for the Grand Prize Winners shall consist of:
- 5.3.4.1 Up to 5-Day/4-nights Deluxe accommodations with breakfast at a designated hotel
- 5.3.4.2 Match tickets for two (2) persons with Pre-Match hospitality
- 5.3.4.3 All scheduled ground transportation,
- 5.3.4.4 Amenity/Gift items and Group Activity/Tour at the match venue Visa,
- 5.3.4.5 Prepaid product by the Visa Team valued at \$450 USD.
- 5.3.4.6 Visa Events Team support onsite by the Visa Team,
- 5.3.4.7 Winners of the trip package agree to share the deluxe hotel room and hotel package with their respective travel companions.
- 5.3.5 The winners will have their travel visa application fees catered for by the Bank subject to their compliance with the relevant visa application requirements and applicable regulations.
- 5.3.6 In the event that the Winner is ineligible based on other criteria mentioned herein, is unable to travel due to his / her unavailability or denial of a visa, the prize will be forfeited automatically.
- 5.3.7 The Bank reserves the right to draw a reserve winner to substitute the Winner in the event that a Winner is subsequently found to be ineligible or is disqualified or can no longer claim the Prize for any reason pursuant to these terms and conditions. The Bank's determination of the Winners shall be final, conclusive and binding. No correspondence or claims relating to such determination will be allowed or considered. .
- 5.3.8 Winners must sign such agreements, waivers or consents as Visa may require as a condition(s) for claiming the prize(s) or using the trip package.
- 5.3.9 Tickets to the FIFA World Cup Qatar 2022, whether awarded as a prize or included as part of a promotion, must be accepted as awarded and are subject to all of the applicable terms and conditions prescribed to such tickets from time to time by FIFA. Such terms and conditions are contained in the General Terms and Conditions for the Use of Tickets and the Stadium Code of Conduct (which can be reviewed at [www.fifa.com/tickets](http://www.fifa.com/tickets)).
- 5.3.10 By accepting tickets as a prize or as part of a promotion, the winner is deemed to have accepted all of the applicable terms and conditions.
- 5.3.11 The prizes exclude;
- 5.3.11.1 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.
  - 5.3.11.2 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.
  - 5.3.11.3 Accident insurance coverage.
  - 5.3.11.4 Any personal tax that may be levied on guests with respect to their receipt of the Prize or any part thereof.
- 6.0 Prize notification.**
- 6.1 The winners will be notified by The Bank within two (2) Business Days of the draw via telephone number 0711056444.
- 6.2 Winner (s) shall be contacted through the Cardholder's telephone numbers as held in the Bank's records. If the Winner cannot be contacted within two Business Days of the draw date, , they shall forfeited the prize and the Bank reserves the right to select and award the prize (s) to another participant without any further reference to the winner who shall have no claims against the bank.

- 6.3 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 active Visa card in order to collect/claim the prize.
- 6.4 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 disclose and share their names and or any other personal information collected to Visa and other third parties which the Bank may in its reasonable discretion deem necessary to facilitate the redemption of the Prizes by the Winners
- 6.5 Winners must claim their prize(s) in person at NCBA Center, Nairobi Kenya within five (5) days of notification failure to which the prize(s) shall stand forfeited without notice. Any and all expenses and/or costs incurred for such attendance shall be borne by the Winner.
- 6.6 The Grand Draw Prize winners must provide the Bank with details of their nominated travel companion within 5 days of acceptance of the prize. Once nominated, the names cannot be changed and only the nominated persons will be eligible to claim the Prize
- 6.7 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.
- 6.8 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. In the event that a winner is subsequently found to belong to a Restricted Group of Persons, the prize shall be automatically forfeited.

## **7.0 Other Terms and Conditions**

- 7.1 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. In the event that a declared winner's Card Account is not in good standing for any reason whatsoever, the Bank reserves the sole right and discretion to cancel and withdraw the prize and select another participant and the canceled winner shall have no further claim against the Bank
- 7.2 A Winner is not entitled to any payment or compensation from the Bank should the Winner be disqualified or the Prize be canceled or forfeited for whatever reason;
- 7.3 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.
- 7.4 The Prizes under this promotion are non-transferable, non-exchangeable and non-cash or other alternative shall be offered for the prize.
- 7.5 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 use of the NCBA Visa Card
- 7.6 The Promotion and the availability of the Prizes 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
- 7.7 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 NCBA Visa Cards, the Bank's General Terms & Conditions all accessible on the Bank's website ([www.ncbagroup.com](http://www.ncbagroup.com)) FIFA's General Terms and Conditions for the Use of Tickets and the Stadium Code of Conduct including any respective amendments or variations
- 7.8 To the maximum extent permitted by law, the Bank is under no circumstances liable to Cardholder or any third party (whether for damages, loss, refund or otherwise) for:
  - 7.8.1 Any cancellation, suspension, delay, postponement or material change (including, but not limited to, changing to no spectators, reduced spectators, domestic spectators only) of the Tournament (or any part thereof) for any reason, or;
  - 7.8.2 Any failure or inability by a declared Winner to attend the Tournament (or any



part thereof) or enjoy the benefit of the prize (or any part thereof) for any reason;

- 7.9 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.
- 7.10 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.
- 7.11 The Bank 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 the Bank may change such offer at its discretion from time to time without notice to you.
- 7.12 The Bank 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.

- 7.13 Winners shall accept the Prize "as is". You acknowledge 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.
- 7.14 No warranty or guarantee as to the product (s) or services offered/ or provided by the suppliers, establishments or service providers is given by the Bank in relation to 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.
- 7.15 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.

**NCBA is regulated by the Central Bank of Kenya.**

NCBA